

THE  
FIRST LONDON SYNAGOGUE  
OF THE RESETTLEMENT

---

WILFRED S. SAMUEL

Dr. Ernst







“The House of Life”

(The Cromwellian Burial Ground in rear of the Beth Holim, No. 253, Mile End Road, London, E. From a photograph taken by H. A. Ruddick in July, 1922)

*To face p. 11*

[See pp. 21 and 23-6]

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OF  
THE  
FIRST LONDON SYNAGOGUE  
OF THE RESETTLEMENT

(FOUNDED IN 1657, ENLARGED IN 1674)

BY  
WILFRED S. <sup>*Samuel*</sup> SAMUEL

WITH PLANS BY M. N. CASTELLO, A.R.I.B.A.

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I dedicate this book to  
my distinguished kinsman,  
Professor LIONEL D.  
BARNETT, M.A., D.Litt.  
—a staunch Jew and an  
enlightened historian—  
by whom I was first in-  
spired to engage in  
Anglo-Jewish historical  
research





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# THE FIRST LONDON SYNAGOGUE OF THE RESETTLEMENT

(ESTABLISHED 1657. ENLARGED 1674.)

By WILFRED S. SAMUEL (with plans by M. N. CASTELLO, A.R.I.B.A.).

It is generally known, although not always remembered, that, prior to the building of the grand old cathedral Synagogue of the Spanish and Portuguese Jews in Bevis Marks, there existed in London an earlier Synagogue belonging to the same congregation. It stands out in the minds of most people because of the reference to it in Pepys' *Diary*, and one does not require to have delved very deeply into Anglo-Jewish matters to realise that the religious service which Samuel Pepys witnessed on October 14, 1663 (and described somewhat unsympathetically),<sup>1</sup> could not have been held in the Bevis Marks Synagogue, which was not opened for public worship until 1701. Mr. Lucien Wolf, that eminent authority on the Jewish Resettlement Period, has devoted some very delightful pages to unravelling the early congregational history of London's Spanish Jews; his pioneer essays, "The Jewry of the Restoration" and "Crypto Jews under the Commonwealth"—written twenty and thirty years ago respectively and published in the early *Transactions* of this Society<sup>2</sup>—contain a certain amount of information about the early Synagogue; but sufficient materials were not then available to enable the exact date of its foundation to be established or to admit of its precise location being stated. Mr. Wolf proves that there was a Synagogue in Creechurch Lane in 1660. He

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<sup>1</sup> *Diary of Samuel Pepys*, Oct. 14, 1663. Wheatley's edition, vol. iii. p. 303.

<sup>2</sup> *Transactions of Jewish Historical Society*, vol. i. and ii.

presents it to his readers as a secret Synagogue, and hints that it had been there for twenty or more years previously.

An earlier authority, the late Mr. James Picciotto, in his *Sketches of Anglo-Jewish History*, published in 1875, gives 1662 as the earliest authentic date of a Jewish Synagogue in London, and he states that the building was situated in King Street, Aldgate.<sup>3</sup> Another early authority is Dr. Gaster, who deals with the matter in his bicentenary book on the Bevis Marks Synagogue. He is, of course, only an "early authority" in the sense that Mr. Lucien Wolf's final conclusions were published subsequently. Dr. Gaster gives 1664 as the commencing date of the first Synagogue of the Spanish congregation, but beyond saying that it was "in a small house" he ventures no suggestion as to where it was situated. He does not allow that a Synagogue was in existence in Creechurch Lane until the year 1674, when "they obtained the lease of the house near Dukes Place in Creechurch Lane for 25 years expiring in the year 1700."<sup>4</sup> Mr. H. S. Q. Henriques, in *Jews and the English Law* (1908), declares for 1663 as the opening year of the first London Synagogue, and for Dukes Place as its location. He is clearly disinclined to admit into the realm of proven facts Mr. Wolf's Creechurch Lane Synagogue of 1660; of this he grudgingly writes: "There is moreover some, though it must be admitted, weak evidence that a Synagogue was established at this time. It was, of course, a secret and in no sense a public building." This writer's further theory is that a Synagogue in Dukes Place was in 1674 replaced by one in Creechurch Lane.<sup>5</sup> Finally, Mr. Hyamson, whose *History of the Jews in England* was also published in 1908, closes the discussion and summarises the conclusions of the previous historians. He introduces us about the year 1655 to a secret Synagogue in Creechurch Lane, and adds that "nothing is now known . . . of the history" of this place. Further on he adds: "A new and larger building was inaugurated in 1676. The exact site of this edifice cannot be stated, but

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<sup>3</sup> J. Picciotto, *op. cit.*, p. 30.

<sup>4</sup> M. Gaster, *History of the Ancient Synagogue of the Spanish and Portuguese Jews*, p. 7. (London, 1901.)

<sup>5</sup> H. S. Q. Henriques, *The Jews and the English Law*, pp. 112-123, 146-152, 307-308. (London, 1908.) An earlier work by the same author also has these statements (v. *The Return of the Jews to England*. [London, 1905.])







it either took the place of the previous Synagogue in Creechurch Lane or was erected in the same neighbourhood in Heneage Lane.”<sup>6</sup>

It will be seen from the foregoing extracts that considerable obscurity still surrounds the subject of this paper. I myself hope to establish to the satisfaction of my readers that a Jewish place of worship was opened in Creechurch Lane during the first weeks of 1657, that its establishment synchronised with the opening of the Jewish burial-ground in Mile End, that these proceedings—albeit discreetly conducted—were authorised and *publici juris*, that they were in fact the outcome of the Petition to Oliver Cromwell of March 1656, consideration of which had been stayed until the summer of that year.

It will now be interesting to glance at the sources of Mr. Lucien Wolf's findings. In the first place he locates the early Synagogue as being in Creechurch Lane, on the sure evidence of two lists of the London Jewry apparently drawn up in 1660 by informers, and now preserved as British Museum Add. MS. No. 29868, fol. 15/16.<sup>7</sup> The references are :

- (a) In the first list under the heading “Creechurch Lane,” the entry “Sin Moses the Prest wer the Sinagoge is” ; and
- (b) In the second list “Sin Moses Atees, Creechurch Laine, a Jewish Ribay.”

For a view of the Synagogue—or rather, for a description of its interior—Mr. Wolf then employs, as did Picciotto before him, the remarkable letter written to a country parson on April 22, 1662, by one John Greenhalgh and last printed in 1827 in H. Ellis's second series of *Original Letters*. This discloses the seating arrangements, the number of officiants, wardens and worshippers, the presence of ladies and children, and a number of other vivid and arresting details.<sup>8</sup>

Now there are in the Bevis Marks archives to-day three deeds<sup>9</sup> which treat of an early Synagogue of the Resettlement, and it seems

<sup>6</sup> A. M. Hyamson, *A History of the Jews in England*, pp. 174–6, 212–3, 217, 220, 226–7. (London, 1908.)

<sup>7</sup> L. Wolf, “The Jewry of the Restoration,” pp. 6–7, 10–12, in *Transactions of Jewish Historical Society*, vol. v.

<sup>8</sup> Sir Henry Ellis, *Original Letters Illustrative of English History* (2nd Series), vol. iv. pp. 1–21. For reprint see Appendix I., pp. 49–57.

<sup>9</sup> See Appendix II., p. 58.

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to me that they are the only documents there which provide us with any sort of a view—albeit an imperfect and incomplete one—of the Meeting House in Creechurch Lane. The earliest is not mentioned by Dr. Gaster, and is only barely referred to by Mr. Wolf and by Mr. Henriques.<sup>10</sup> It is an agreement of May 18, 1674, between two carpenters and three representatives of

“the said Congregacon of the Jewish Synagogue for the Inlarging and altering of their Sinagogue and of another Messuage or Tenement thereunto adjoynding late in the occupacon of William Core Bricklayer situate and being in Creechurch Lane . . .”

The two remaining deeds are both leases and they are referred to at length in Dr. Gaster's history.<sup>11</sup> The earlier of the two bears the date July 30, 1702 (which is subsequent to the opening of the Bevis Marks Synagogue), and is a twenty-one years' lease obtained by the leaders of the community in respect of

“All that brick messuage or tenement situate or standing in the Parish of St. Katherine Cree in or near to a certain lane there called or known by the name of Creechurch Lane now and for many years past in the possession or occupation of the Jewish Congregation and by them used for their Sinagogue And all that other messuage or tenement built with brick situate standing and being in the Parish of St. Katherine Cree aforesaid and next adjoyning to the said Sinagogue and heretofore in the tenure or occupation of Jacob Abendana deceased and now in the tenure or occupation of Joseph Abendanon.”

It also specifies a

“yearly rent of fourty pounds during the said term of one and twenty years”

and provides that the Jews

“at their own or some of their own proper costs or charges shall and will within the space of 12 months now next ensuing alter and convert the said messuage or tenement which is now used as a Sinagogue as also the other

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<sup>10</sup> These two writers both quote a reference to the 1674 agreement in Wm. Godwin's *History of the Commonwealth*, vol. iv. pp. 250-1. (London, 1828.) They seemingly did not consult the original deed, the text of which is here printed for the first time. (Appendix II. a, pp. 59-64.)

<sup>11</sup> M. Gaster, *op. cit.*, pp. 120-1.

messuage or tenement aforesaid and make or convert them into two or more good and substantial dwelling houses."

In short, whereas under the first deed of 1674 the larger building had seemingly become converted outwardly from a merchant's house to a place of public worship, the second deed of twenty-eight years later was to restore it to its former state.

The last of the trio of Bevis Marks deeds is a lease (for seven to twelve years) dated July 20, 1703, granted by the Synagogue authorities to one of their members, Jacob Mendez. He becomes the tenant of the two reconverted dwelling-houses, having now a counting-house, parlour, and kitchen on the ground floor and some eight other rooms on the first and second floors with a loft above them.<sup>12</sup>

Now the first of the two leases preserved at Bevis Marks contains an important clue to the history of our early Synagogue, but although this clue was disclosed in Dr. Gaster's book as far back as 1901, I do not think that it has ever been followed up by any investigator of Anglo-Jewish history. I refer to the fact that the grantors of the twenty-one years' lease of 1702 are the two Churchwardens of St. Katherine Creechurch and a group of six parishioners. The fact that the landlords of the Creechurch Lane Synagogue were the elders of the local church is highly significant when one reflects that the Church of England has since the days of Henry VIII. been a jealous guardian of her property. Church holdings are not lightly relinquished, nor are they likely to be left unrecorded. It is clear, moreover, from this lease that the Creechurch Lane property is the object of an ecclesiastical trust created some time previously. The six parishioners who sign the lease are picturesquely described in the deed as

"cittizens of London *Surviving trustees* of the said Parish for touching and concerning the Messuages or Tenements with the appurtenances hereinafter mentioned."

As an outcome of the train of thought which I have just described, I determined some short time ago to search for possible references to our early Jewish community through the muniments of St. Katherine Cree. I found that these were peculiarly accessible, since that church's

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<sup>12</sup> See Appendix II. b, pp. 65-6.

archives had in 1903 been deposited in the Guildhall Library.<sup>13</sup> My search among these documents, moreover, was richly rewarded, and they have not only provided me with a mine of fresh information, but they have led me on to an independent quarter where further corroborative data have been secured.

As this material is voluminous, I propose to furnish first of all a rapid survey of my investigations. I will then relate the full story of the ancient Synagogue as it appears to me to be disclosed in the documents. A complete dossier of the leases and other authorities on which I rely is printed as an Appendix to this paper, and I believe that it will substantiate any point raised in the story which might otherwise appear not to have been properly established.

I will begin the review of my investigations by announcing that the most important of the "finds" in the Guildhall are, firstly, a book (MS. 1198) containing the Churchwardens' Accounts for the period 1650 to 1691,<sup>14</sup> and, secondly, the original title-deeds of the Whitbeys' house, which was, in fact, the Synagogue. These latter comprise a series of twenty conveyances,<sup>15</sup> leases and mortgages extending from 1622 to 1759 and kept in a parcel which the Librarians have numbered 1213.<sup>16</sup> The Churchwardens' Account Book contains a large number of entries relating to the Jews, and it mentions by name several of those whom—thanks to the efforts of Mr. Lucien Wolf—we now look upon as the founders of our community here. There are also many entries relating to the receipt from the Jews of the rent for their Synagogue. It can be deduced from these that the Synagogue in respect of which £40 per annum (subsequently increased to £60 per annum) was being received as rent was, in fact, one of the houses—and subsequently both the houses—formerly owned by a certain family named Whitbey. To pass from the Accounts to the title-deeds in Parcel 1213, these relate to two brick messuages in Creechurch Lane originally owned by one William Whitbey, his son James Whitbey, and his grandson, also a William Whitbey, and from them acquired by

<sup>13</sup> The archives of St. Katherine Creechurch are numbered from 1189 to 1214 inclusive in the main volume of the Guildhall Library's MSS. Catalogue.

<sup>14</sup> See Appendix V. a, pp. 73–85.

<sup>15</sup> The parcel contains in all 31 deeds, of which 4 relate to the Bentham case (described hereafter), whilst 7 refer to parish matters.

<sup>16</sup> See Appendix V. b, p. 86.

the parish under the will of a benefactor. One conveyance, moreover (MS. 1213/5),<sup>17</sup> contains two references to a short lease granted prior to this by the Whitbeys to "Antonyo fernando Carawayall of London Merchant", whom Mr. Wolf has rightly declared to be "the first English Jew"<sup>18</sup> and the founder of the Jewish community of the Resettlement. More than half the deeds in Parcel 1213 are concerned with the appointment of the trustees in whom the Creechurch Lane property was at different times vested on behalf of the parish. Among these deeds are to be met the names of those six parishioners who in 1702 signed as "surviving trustees" that early Synagogue lease which now reposes in the strong-room of the Bevis Marks Synagogue; two warrants of appointment dated September 20, 1672, refer *inter alia* to these six signatories, whilst two other deeds, both dated April 13, 1709, chronicle the surrender of the trust by four surviving trustees and the appointment of their successors. The following diagram may make this link more clear :

Appointment of Trustees: (2 deeds dated 20th Sept., 1672, now in Guildhall Library)		Trustees of certain Parish Property under a Lease dated 30th July, 1702, and now preserved at the Spanish and Portuguese Synagogue in BEVIS MARKS, E.C.	Surrender by Surviving Trustees (2 deeds dated 13th April, 1709, now in Guildhall Library)	
MS. 1213 7	MS. 1213 10		MS. 1213 9	MS. 1213 13
X	X	Thomas GARDINER, Apothecary		X
	X	John LINGARD, Plumber	X	
X		Humphrey COCK, Pewterer		X
X		Thomas EAST, Merchant Tailor	X	
X		Robert WOOLEY, Cloathe Worker		
		Philip BREWSTER, Haberdasher		

<sup>17</sup> See Appendix V. c. 3, pp. 95-101.

<sup>18</sup> The name is more correctly spelt Antonio Ferdinando (or Fernandez) Carvajal; see Lucien Wolf, "The First English Jew," in *Transactions of Jewish Historical Society*, vol. ii. pp. 14-46.

From the leases in Parcel 1213 the exact location is also to be ascertained of the Whitbeys' house (or houses) which afterwards became a Synagogue. That property is described in terms that vary but slightly in all these different deeds, and I will quote a typical description of it (the spelling and writing of which are almost modern) to be found in MS. 1213/12 of August 25, 1738:

"All those two brick messuages and tenements situate and being in the said Parish of St. Katherine Creechurch alis Christchurch in or near to a certain lane there called the Church Lane one of them being in the several occupations of James Whitby and Solomon Mendez and the other of them being a corner house opposite the great gate leading into a certain place called Dukes Place was formerly in the tenure or occupation of Hills Whittingham and since in the occupation of James Whitby or his assigns and late in the tenure or occupation of Aaron [not filled in further] and now in the tenure or occupation of [left blank] his under tenants or assigns."

The Great Gate leading into Dukes Place was until its demolition in 1816 one of the most prominent landmarks in the Ward of Aldgate. Built by Augustinian Friars in 1280, it originally had formed the entrance of a Priory and then of a ducal palace.<sup>19</sup> For the last century or more of its existence it was destined to mark the way into the central citadel of the London Ghetto. The site of the Great Gate is still shown (in the type reserved for "Antiquities")<sup>20</sup> on the modern large-scale Ordnance Survey Maps of London, and there is thus no

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<sup>19</sup> W. R. Lethaby, "The Priory of the Holy Trinity," p. 50, in *Home Counties Magazine*, vol. ii. (London, 1900.)

The Grace Collection (Brit. Mus.) has the three following prints of "The Great Gate":

"Gateway of the Priory of the Holy Trinity" (Schnebbelie del.) London. Published January 1, 1825, by Robt. Wilkinson, 125 Fenchurch Street.

"Sacred Architecture."

"The South Entrance of Dukes Place." Drawn (in August 1790) and etched by J. T. Smith. Published September 15, 1814, by J. T. Smith, No. 18, Gt. May's Buildings, St. Martin's Lane.

"The South Gates," being now the principal remains of Dukes Place. Published January 1, 1793, by N. Smith, No. 18 Gt. May's Buildings, St. Martin's Lane. (See Pennant's *London*).

Plate 3 is a reproduction of the 1825 print.

<sup>20</sup> *Land Registry Series*, edition of 1896. (London.) Sheet vii. 66. Scale, 88 feet to 1 inch. Ordnance Survey. (See PLATE 4 (i.))



GATEWAY TO THE

CHURCH OF THE HOLY TRINITY

PRIORY OF THE HOLY TRINITY,

CHURCH, NEAR AGGATE

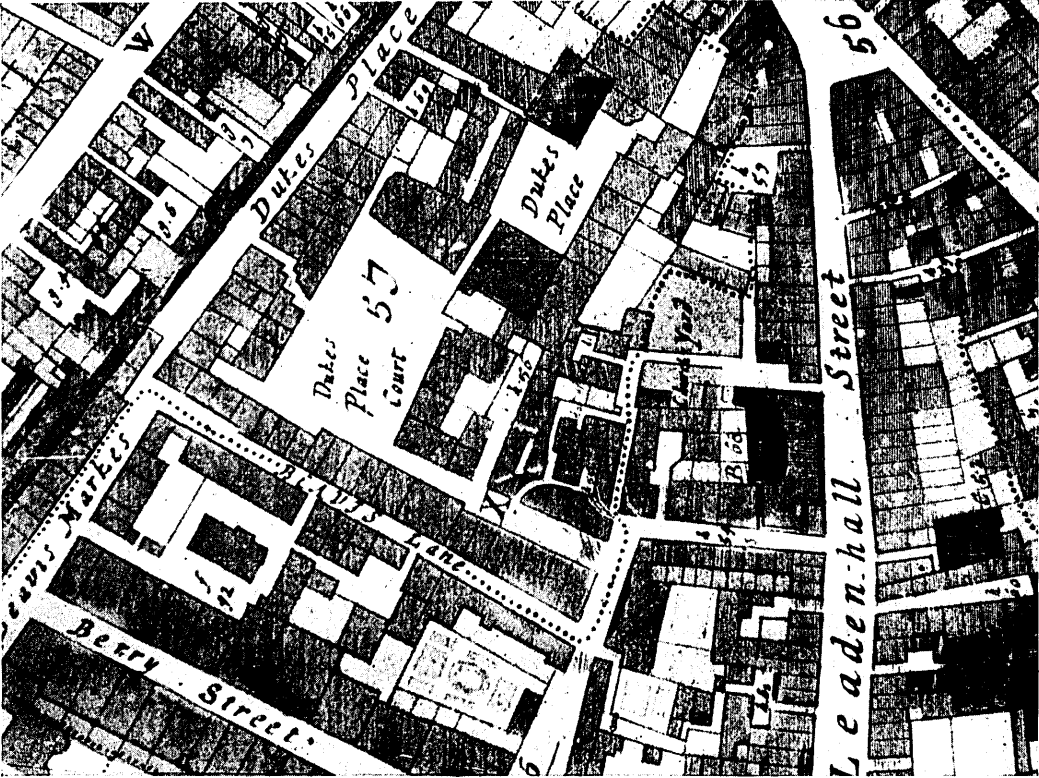
Street Street

Free Church

London Street

“The Great Gate leading into Duke’s Place”  
 (A print of 1825 showing its demolition in 1816, after having stood since 1280)  
 [See pp. 8 and 17]

PLATE 4 (ii)



Ogilby and Morgan's 1677 Map of the Synagogue Area.  
(The small yard of the "corner-house" still appears, although absorbed in 1674 by the extension of the Synagogue)

PLATE 4 (i)



The 1896 "Ordnance Survey" Map of the Synagogue Area  
(From Sheet VII. 66-88 feet to 1 inch—Edition of 1894-96, which still shows as "King Street," the northern section of the modern Creechchurch Lane)



possibility of error in picking out the site of the corner-house that formerly stood "opposite against the Great Gate."

At this stage of my investigations I was struck by the great similarity between the measurements of the building-site bought by William Whitbey in 1622 (according to the earliest of the Guildhall deeds 1213/1 and 2) and the measurements of No. 5 Creechurch Lane, the modern building which to-day occupies the interesting site at the corner of that road and of Bury Street. I was able roughly to measure up the ground plan of that building from the large scale "Land Registry Series" Map published by Government in 1896. (PLATE 4 (i.)) To my amazement I discovered that the four boundaries of the present-day property only vary by a few feet—and in the case of the western boundary, as it afterwards proved, only by a few inches—from the limits laid down in the lease of three centuries previously.

When I put myself into touch with the present tenants of No. 5 Creechurch Lane, The Bristle and Produce Trading Co., Ltd., Mr. Golumb, their Director, and Mr. Selfe, their Manager, gave me every assistance and provided me with a 1922 scale-drawing of the ground-floor (PLATE 5 (i)), which enabled me to pursue my calculations further. I also ventured to test another theory by enquiring whether the company's superior landlords were not an Ecclesiastical Foundation. Thereupon I was permitted to inspect the present-day lease of No. 5 Creechurch Lane, where I found to my great satisfaction that it had been granted on July 27, 1922, by the Trustees of the London Parochial Charities, a corporate body called into being by Act of Parliament in 1883 and having since 1891 offices in the Temple. Subsequently I communicated with Mr. Ernald Warre, the Clerk to these Trustees, and to his great kindness I owe a mass of supplementary information about our early Synagogue building, and I think I cannot do better than to insert in its entirety a letter which Mr. Warre was so good as to write me on September 25, 1922 :

"I am able to inform you that these premises (No. 5 Creechurch Lane) are included with other properties transferred to the Trustees by the Parish of St. Katherine Cree by the operation of the City of London Parochial Charities Act, 1883, and the Scheme of the Charity Commissioners, approved by Her Majesty Queen Victoria in Council, 23rd February 1891.

"This particular property is scheduled under Parish Estates, the original

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donors of the endowment being, Andrew Blackwell, Martin and William Bond, Magdalene Dennison, Sir John Gayer and Edward Rennick, whose gifts about the year 1657 were invested in the purchase of two brick messuages, then newly built on the site in question. The premises thus purchased were subsequently converted into a Parish Workhouse, and were continued to be so used presumably till about 1857, when a Building Agreement was granted to one David King. His lease expired at Midsummer 1922, and a further lease has been granted to the Bristle and Produce Trading Co., Ltd., whom you have already seen.

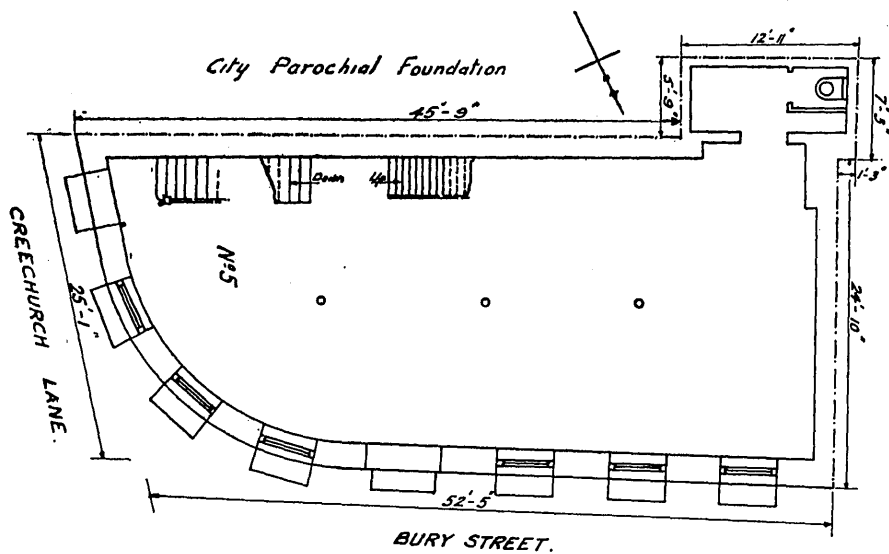
"I may mention that in 1894 a corner piece of the house was sold for the widening of Creechurch Lane."

From the Guildhall documents I had already learned that St. Katherine Creechurch owed its possession of the "Corner House Property" mainly to the legacy of one of its parishioners, Sir John Gayer, who died in 1649, and had specified in his will that his Charitable Bequests to the Parish were to be invested in a house, tenement or lands. A lease of August 21, 1758, numbered 25 in the Guildhall series, had also revealed the interesting fact that the larger house formerly "in the several occupations of James Whitbey and Solomon Mendez" ultimately came to be used as the Parish Workhouse. On a visit which I subsequently paid to Mr. Warre at the office of the City Parochial Foundation (Trustees of the London Parochial Charities) I gained the satisfactory information that the history of St. Katherine Creechurch's early trusts had been recounted in several reports made at various times—but notably in 1830—by the Charity Commissioners; in these, moreover, the Creechurch Lane messuages are specifically referred to.<sup>21</sup> In a report of January 30, 1830, it is stated that these premises, acquired in July 1657, "were subsequently converted into a Parish Workhouse, for which purpose they are still used." This reference affords the strongest possible confirmation of my belief that the premises pulled down in 1857 were, in fact, the two original brick messuages erected by William Whitbey some time prior to 1630.

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<sup>21</sup> See Appendix IV., pp. 69-72 for extracts from *Blue Book*, No. 215, iv. Walter A. Wigram's Report to Charity Commissioners on Endowments in Parish of St. Katherine Cree. (London, 1902.) See also *Blue Book*, No. 333. Return by Charity Commissioners of the Endowed Charities (County of London). The City Parochial Foundation. (Statement vi. (24), pp. 82, 85, 202, 225, 232, 256, 272.) (London, 1904.)

PLATE 5 (i).

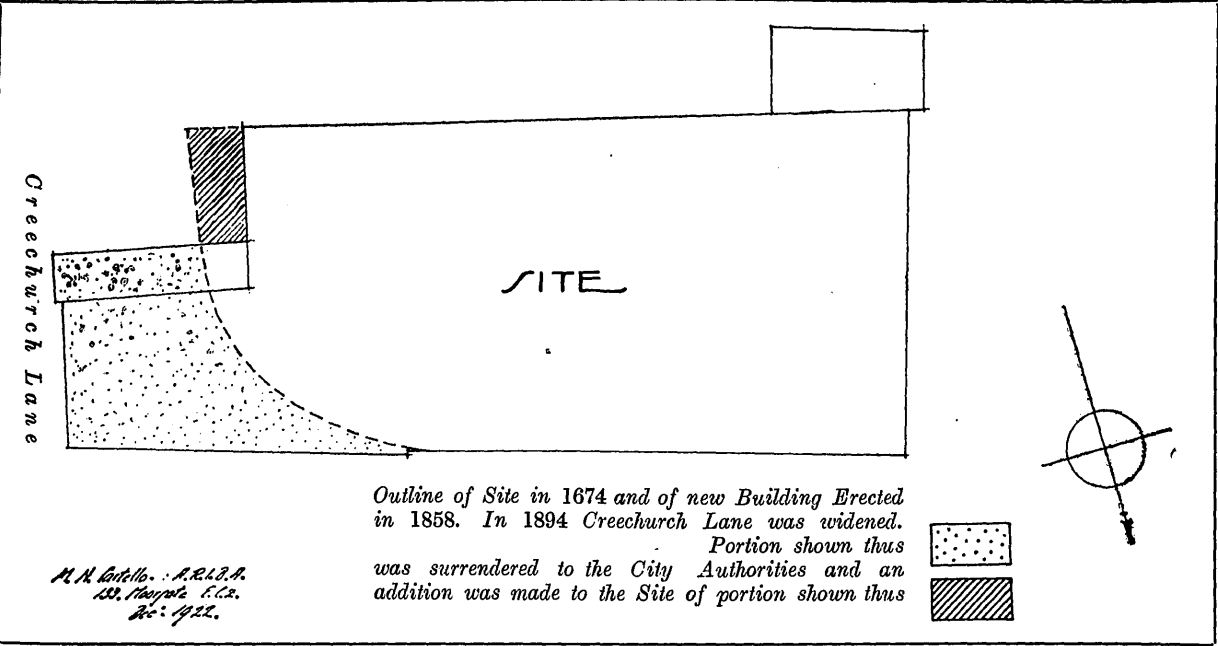


A Modern Ground Plan of No. 5 Creechurch Lane.

(From the Lease of 27th July, 1922, granted by the Trustees of the London Parochial Charities, to the Bristle and Produce Trading Co., Ltd.)

[See p. 9]

PLATE 5 (ii).



Outline of Site in 1674 and of new Building Erected in 1858. In 1894 Creechurch Lane was widened. Portion shown thus was surrendered to the City Authorities and an addition was made to the Site of portion shown thus

M. N. Castello, A.R.I.B.A.  
20, Mayfair, E.C.2.  
Dec: 1922.

Historical Sketch-Plan of the Synagogue Site.

(Drawn by M. N. Castello, A.R.I.B.A., to show its variations in outline during the period 1674 to 1894.)

[See p. 16]

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I was also permitted to take notes of the building lease granted on June 15, 1857, by the churchwardens of St. Katherine Creechurch to Mr. David King, the builder, in which it is recited that

"it shall thereupon be lawful for the said David King to take down the said two messuages now standing on . . . all that piece or parcel of ground in Creechurch Lane . . . being the site of the two messuages and premises now known as Numbers 2 and 3 in Creechurch Lane aforesaid formerly used as the Workhouse of the said Parish." <sup>22</sup>

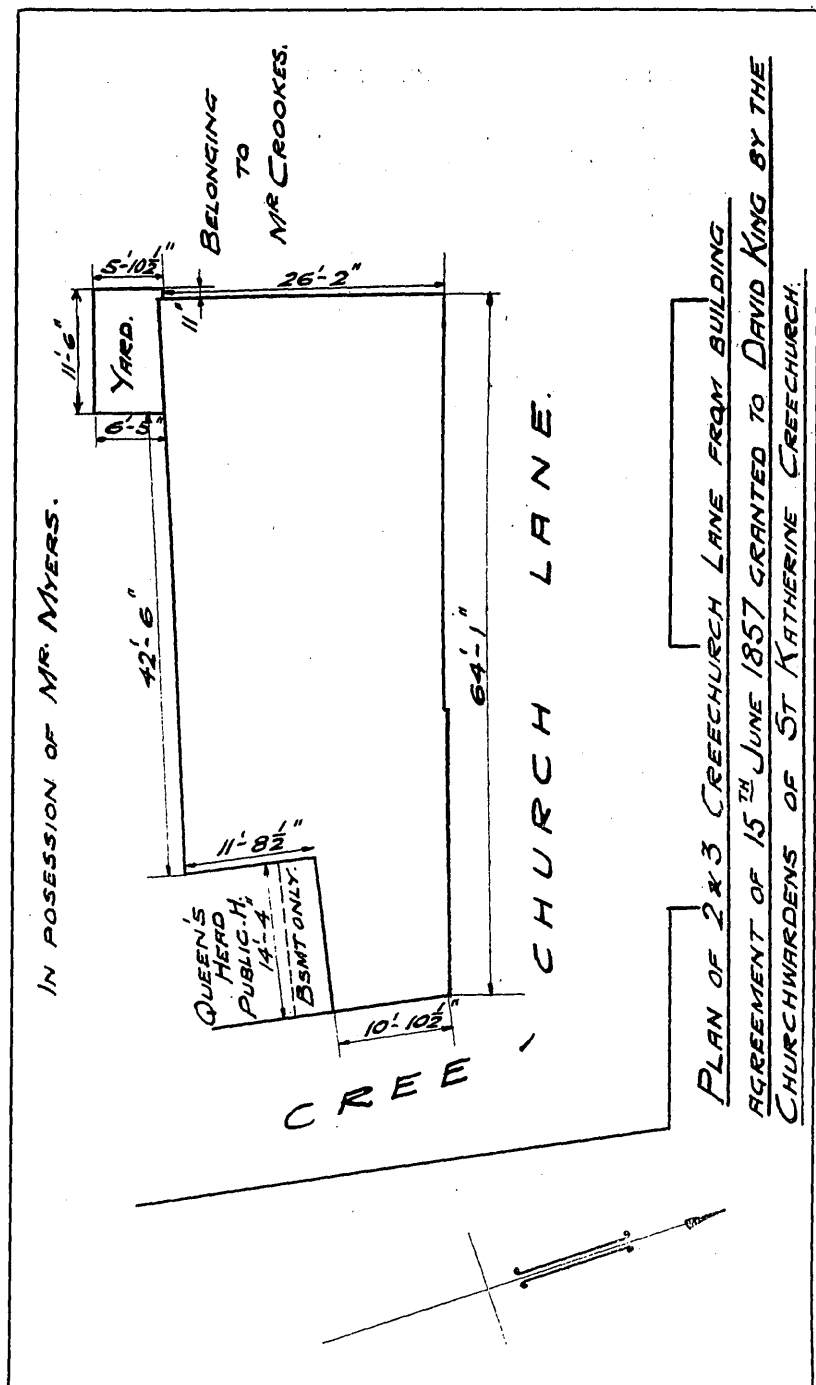
Annexed to this building lease of 1857 is a ground-plan of the site (PLATE 6), and this is perhaps the most important find of all, as it furnishes us with the ground-plan of our Synagogue, and has enabled me to attempt (with an expert collaborator) a reconstruction on paper of that building by utilising material which has all along been available at Bevis Marks. I refer to the contract already cited of May 1674, made with two carpenters, which, however, has hitherto been evidently of little use to investigators, owing to the absence of any framework. I am now able to announce that with the indispensable assistance of Mr. Manuel N. Castello, A.R.I.B.A., architect to the Spanish and Portuguese Congregation, this rather baffling carpenters' agreement has been converted into a perfectly intelligible document. From it and from an intensified study of Greenhalgh's notable letter, has been gained a very fair idea of what the Synagogue looked like both before and after the big alterations of 1674. It is also possible to frame a likely hypothesis as to the nature of a building-extension which, as will be seen, took place when the Jews first moved into Mr. Whitbey's dwelling-house.

The archives of St. Katherine Creechurch also contain a vast collection of memoranda and other documents relating to the lawsuit *Plummer versus Bentham* for trespass and ancient lights which the parish had to bring in 1755-1757 against Jeremiah Bentham, sen., father of the famous jurist. Bentham, who was a City lawyer, and a chicaneur of the first order,<sup>23</sup> owned most of the property adjoining the workhouse, and he seems to have set out deliberately to cause

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<sup>22</sup> See Appendix III., pp. 67-8.

<sup>23</sup> *Dict. of Nat. Biog.*, vol. iv. pp. 268-280, article on "Jeremiah Bentham" the younger.



A Ground Plan of the First London Synagogue of the Resettlement.  
(Drawn prior to the demolition in 1857 of the building first occupied by Jews in 1657.)

14 THE FIRST LONDON SYNAGOGUE OF THE RESETTLEMENT.

discomfort to the paupers (by cutting off light and air and turning back watercourses) with a view to acquiring the parish property for himself at a low figure. After protracted litigation Lord Mansfield found for the parish on July 17, 1757, and Bentham had ultimately to pay £200, to pull down an offending wall, and to transfer to the parish some 60 feet of land which forms to this day the backyard of No. 5 Creechurch Lane.<sup>24</sup> The Brief delivered to the parish's counsel-at-law contains the two following interesting passages: <sup>25</sup>

"The Messuage now the Parish Workhouse and also the s<sup>d</sup> Jennings House were many years ago used by the Portuguese Jews for their Synagogue who ab<sup>t</sup> the year 1700 removed from thence to their present Synagogue in Bevis Marks then newly erected—Whereupon the same were then again made into two Dwelling houses; & that which is now the Workhouse was long inhabited by one Mr. Martin a Jew & by various other people after him; till growing very ruinous the Parish resolved to repair the same & fit it for a workhouse for their poor, who till then had been forced to hire a house for that purpose."

"Some of the very old Jews (whom we hope to procure) well remember there were no buildings at all against the South or Backfronts of the Parish houses when used as their Synagogue & that these sheds or warehouses were built about the year 1700 on part of the s<sup>d</sup> void space of Ground by which they entirely stopped up a lower Window in the House of the s<sup>d</sup> Jennings then part of the Synagogue at the East End of the s<sup>d</sup> Back Wall . . . but as the Jews were soon to quit the Synagogue (& the Window was not of much use) they did not care to trouble themselves with any prosecution; which had they continued in the Synagogue they had certainly done. . . ."

A number of eighteenth-century Jews were, in fact, cited as witnesses. These included Abraham Martin of Wormwood Street (and of Wandsworth), who stated in his affidavit that he was born in the old house in 1719 and lived there until 1733,<sup>26</sup> and Mrs. Rose

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<sup>24</sup> The documents relating to this transaction are numbered 22, 23, 24 and 28 in MS. Parcel 1213 (Guildhall Library).

<sup>25</sup> Lengthy extracts from this Brief will be found in Appendix V. *f*, pp. 121-4.

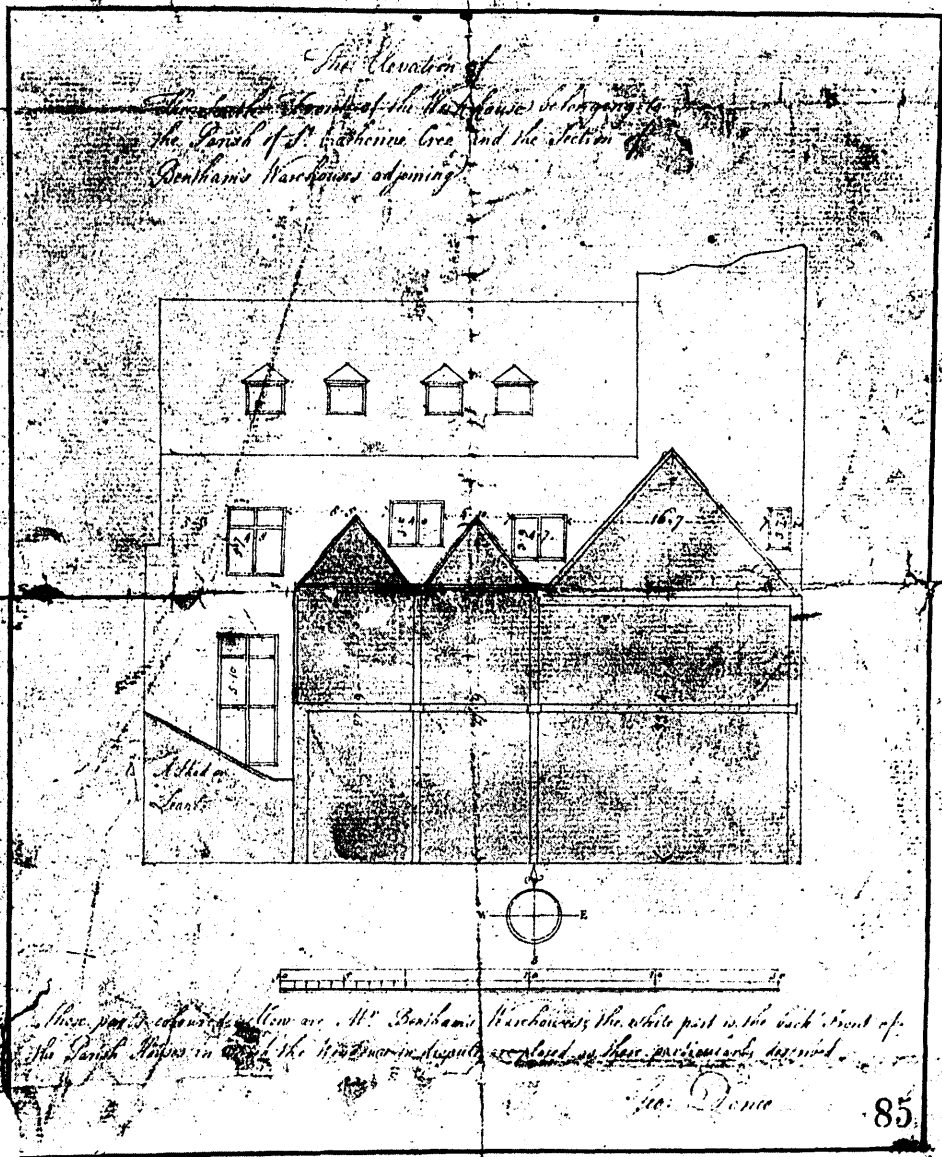
<sup>26</sup> In point of fact a Vestry Minute of November 26, 1731, shows that "ye House late in the Occupation of Jacob Martin decd" was leased to one Nicholas Lawes on or about that date. See Appendices V. *d*, p. 117, and VII. *c*, Affidavit No. 258, pp. 145-6.



Elevation of  
South Front of  
Workhouse be-  
longing to the Parish  
of St. Catherine Cree  
and the Section off  
Bentham's Ware-  
houses adjoining.

Shed or Lean-to.

These parts coloured  
yellow are Mr.  
Bentham's Ware-  
houses; the white  
part is the back  
of the Parish  
houses in which the  
indoor in dispute  
is placed, as there  
is no other de-  
scribed. Geo. Dance



The Southern Façade of the Creechurch Lane Workhouse, 1757  
(As drawn by the City Surveyor for certain "Ancient Lights" proceedings—being the unaltered main portion of the 17th-century Synagogue Building)

[See pp. 15, 123 and 125]

[To face p. 15]



Solomon, who worked there as the Martins' servant from 1726 onwards.<sup>27</sup>

Another important witness was Mr. George Dance, the City Surveyor, who had been called in by the parish authorities and had drawn for them a plan of the property (mentioned in a letter of June 6, 1755)<sup>28</sup> and an elevation (referred to in his affidavit of December 1, 1757).<sup>29</sup> I have been fortunate in tracing the last-named drawing; it has been preserved in the office of the present City Surveyor, Mr. Sidney Perks, who has kindly obtained sanction for the accompanying reproduction to be made. (PLATE 7.) I have also taken copies at the Public Record Office of the principal documents in the Bentham case, and, in addition to providing a good deal of useful information as to the internal arrangements of the house, they make it quite clear that the "backfront" of the workhouse as depicted by Mr. Dance was the actual unaltered southern façade of the Synagogue. The Bentham Papers have thus proved a valuable help, although their date is exactly one century later than the foundation of the Synagogue.<sup>30</sup>

I have also extracted many minor facts—historical and architectural—from the Workhouse Committee's Minute Books (MS. No. 1204, vols. i. to iv.)<sup>31</sup>, as, for instance, that the Synagogue building was occupied by the parish's paupers from September 1725 until June 1838, when it was vacated and let out on lease to private persons for twenty-one years. This brings its history down to the middle of the nineteenth century and links up with the record of its demolition (by David King in 1857) which has been obtained from an altogether different source.

Creechurch Lane had to be widened in 1893–1894, and as a result the outline of the Corner House site underwent some modifications. A piece of the land was compulsorily acquired by the Commissioners of Sewers, but by way of compensation a small plot to the south-west

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<sup>27</sup> In affixing "her Mark" to the affidavit, Mrs. Solomon avoids making a cross, but uses two Hebrew letters of doubtful purport. See Appendix V. *i*, p. 126.

<sup>28</sup> See Appendix V. *h*, 2, p. 125.

<sup>29</sup> See Appendix VII. *c*, Affidavit No. 208, p. 145.

<sup>30</sup> See Appendices V. *g*, *h* and *i*, pp. 121–6, and VII. *a*, *b*, and *c*, pp. 129–146.

<sup>31</sup> See Appendix V. *e*, pp. 117–21.

was added to the site. Particulars of these happenings were obtained by me at the respective offices of the City Engineer at the Guildhall and of the London Parochial Trust (where the two conveyances are to be seen).<sup>32</sup> They also figure in a "Table showing Exchange of Real Estate" in one of the Charity Commissioners' Blue Books which I have already mentioned.<sup>33</sup> Mr. Castello has graphically shown the history of our site in a sketch-plan which is annexed to this paper. (PLATE 5 (ii.))

Having given a rough account of my investigations, I now propose to say something about the topography of the district under review and about the early history of this particular site, as a preliminary to a more intimate discussion of the Synagogue building and the circumstances of its occupation by the Jews. Creechurch Lane stands on historic ground.<sup>34</sup> In the triangle bounded by this thoroughfare, by Duke Street, and by Leadenhall Street, stood once the mighty Priory of the Holy Trinity (or Christchurch, whence Creechurch). Founded in 1108 by Henry I.'s Queen, it subsisted until the reign of Henry VIII., when it was the first of the ecclesiastical establishments to be dissolved (in 1531) for the very sufficient reason that it was the richest of them all. Subsequently the great Priory was partly pulled down and converted into a mansion for the then Lord Chancellor, whose daughter married Thomas Howard, Duke of Norfolk. Later His Grace resided there with much magnificence until his execution in 1572 for endeavouring to place Mary, Queen of Scots, on Queen Elizabeth's throne, and it was, of course, Thomas Howard's ownership of this corner of the City which led to its being known for three centuries after as Dukes Place.

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<sup>32</sup> See Appendix III. *e* and *f*, p. 68.

<sup>33</sup> *Blue Book*, No. 333. Return . . . of the Endowed Charities (County of London). The City Parochial Foundation, p. 256. (London, 1904.)

<sup>34</sup> In addition to the work cited in note 19, p. 8, the following have been consulted: John Strype's edition of *Stow's Survey*, Book II. pp. 54 and 62-5. (London, 1720.) David Hughson (pseud. Edw. Pugh), *A History and Description of London*, vol. i. p. 60; vol. ii. pp. 174-5, 362-3. (London, 1806-9.) Anonymous, *A New Voice of London, or an ample account of that City*. (London, 1708.) H. A. Harben, *A Dictionary of London*, pp. 206, 237, 320 and 418. (London, 1918.) R. Kemp, *Some Notes on the Ward of Aldgate*. (London, 1904.) P. Norman, "The Church of St. Katherine Cree" in *Trans. St. Paul's Ecclesiological Society*, vol. v. June, 1903. P. Norman, "Notes . . . on the Priory of Christchurch, Aldgate," from the *Proceedings of the Society of Antiquaries*, March 17, 1893.

I have already referred to the southern gate and chief entrance to the Priory of Holy Trinity, which came to be known in Protestant times as Thrums Gate, Kings Gate, or Mopp Gate. Ralph Agas's plan of London, which was produced about 1560 or 1570, gives a picturesque view of the area, and enables one to take in the prospect of Creechurch Lane and of Heneage Lane as they appeared over three and a half centuries ago.<sup>35</sup> The Gate House which constituted the main gate leading into Creechurch Priory is plainly discernible. Some twenty years later a certain J. Symans drew two elaborate plans of the Priory precincts, one showing the street level and the other the first floor level.<sup>36</sup> Unlike the cartographers of his day, Symans did not attempt to show the buildings pictorially, but drew them much as they are drawn by present-day map-makers. Symans's plan, which is preserved at Hatfield in the library of the Marquess of Salisbury, shows "the way owte of Allgat streat in to Creechurch monostary," which in later times was called Creechurch Lane, and at the north end of this road he has drawn the "gate Enttring in to the monostary," the small arch under the Gate House for pedestrians and the larger arch for wheeled traffic being plainly indicated. It is clear from this interesting map that the site facing the Priory gate at the corner of Creechurch Lane and the modern Bury Street was then already occupied (viz., in 1590) by a building having two storeys or more and tenanted by the "Wydwow Plat." Lease 1213/1 in the Guildhall series (dated April 18, 1622) gives us the subsequent history of this building,<sup>37</sup> for it recites that the

"said messuage or tenement was sometime parcell of the inheritance of the Right Honourable Esq. Thomas Howard Knight &c., &c., commonlie called Thomas Lord Howard grandsonne to the highe and mightie prince Thomas late Duke of Norffoke deceased."

This personage, it may be noted, was the famous Elizabethan Admiral, first Baron Howard de Walden and Earl of Suffolk.<sup>38</sup> In 1592 he had

<sup>35</sup> *Plan of London (circa 1560-1570)*, by Ralph Agas. Published by Emery Walker, F.S.A., for the London Topographical Society. (London, 1905.)

<sup>36</sup> Symans' plans illustrate Professor Lethaby's article cited in note <sup>19</sup>, p. 8.

<sup>37</sup> See Appendix V. c. 1, p. 92.

<sup>38</sup> *Dict. of Nat. Biog.* Article on "Lord Thomas Howard," vol. xxviii. pp. 71-3.

sold the Priory precincts (or as much of them as he had inherited), including the ducal mansion, to the City of London. (St. Katherine Creechurch had not come to him and had been left by his great-grandfather, Lord Chancellor Audley, to Magdalene College, Cambridge.) The house opposite the gate at the corner of Creechurch Lane, which he probably never occupied, was disposed of by him subject to certain royalties to one Arthur Norton, a musician, and subsequently it was inhabited by Lewis Vander Capella, whom I assume (without having verified it) to have been a member of the Dutch Protestant community in Austin Friars. From the Dutchman the house passed to William Thomson, haberdasher, and he it was who in April 1622 disposed of it by deed to "William Whitbey, Citizen and Clothworker and Mary his wife."<sup>39</sup>

The impression I have gained from a close study of the two pertinent documents (1213/1 of the 18th and 1213/1b of the 20th April 1622) is that they constitute what to-day is termed a building lease; in other words, Admiral Howard's house was being "sold for pulling down." Unlike any of the subsequent deeds—and either William and Mary Whitbey or else their son James and their grandson William are mentioned in every document of the Guildhall series—there is no description of buildings in this 1622 lease, although the measurements of the site are accurately defined and its precise location is established. It is clear, too, that this early lease treats of a single building only, probably a stone one.<sup>40</sup>

Shortly after acquiring the Corner House in Creechurch Lane, William Whitbey, the cloth-worker, appears to have demolished it and to have erected in its stead—to quote from a Guildhall mortgage 1213/3 of March 23, 1648—"those two greate bricke messuages or tenements lately new built." The principal house he occupied himself until the date of his death (unascertainable, but some time prior to 1640), when he was succeeded there by his son James Whitbey. The second or corner house (called in the Bevis Marks lease of July 20,

<sup>39</sup> See Appendix V. c. 1, p. 92.

<sup>40</sup> This is borne out by the endorsement on the conveyance of September 20, 1672 (Guildhall document No. 1213/8) "of two messuages in Creechurch Lane" which reads "the reciting deed inrolled in the hustings of London the [blank] day of April, 1622, when it was in one house." There is a similar reference in a much later deed, No. 1213/27.

1703, "a lesser house adjoyneing eastwards") was tenanted until 1648 or 1649 by the firm of Hill and Whittingham, and was then taken over by James Whitbey, probably for the use of his son William Whitbey, junior. The main residence of the Whitbey family was surrounded on two sides by a balcony. It was substantially built and fairly lofty, and it stood three storeys high. It occupied an "island site," and had ample yard space on the southern side, where there was open ground occupied partly by gardens and by big trees<sup>41</sup> extending as far as the backs of the houses in Leadenhall Street. No doubt the three generations of the Whitbey family found excellent facilities in this pair of houses for exercising their hereditary trade as cloth-workers. James Whitbey, however, seems to have got into financial difficulties, as in 1648 we find him borrowing £200 for six months from James Fletcher, the haberdasher, on the security of the two buildings. Four years later he repays Fletcher by borrowing £300 on mortgage from Widow Aspley. It is on record, too, that he was then also owing £191 to a very prominent citizen and parishioner of Creechurch, Captain Abraham Stanyan, a plaisterer (whom we should to-day describe as a builder and architect), a comrade with whom he had served in the Artillery Company,<sup>42</sup> and a man whose nephew and namesake was later to attain eminence in the public life of this country.<sup>43</sup> Soon Stanyan was to obtain control of the Whitbeys' two mansions, and on April 20, 1653—being doubtless in need of his £191—we find him mortgaging the houses to four of his leading fellow-parishioners. The consideration that passed was an amount of £500, of which Widow Aspley received £309 and Stanyan £191. This sum was not repaid, and it is to be inferred that from the summer of 1655 onwards the interest was allowed to fall into arrears.<sup>44</sup> Nevertheless, in December 1656 we find Abraham Stanyan—suddenly possessed of the substantial sum of £550—coming forward to redeem the property. I have more than a suspicion where

<sup>41</sup> Trees, etc., are mentioned in counsel's brief in "*Plummer v. Bentham*." See Appendix V. *g*, p. 123.

<sup>42</sup> G. A. Raikes, *Ancient Vellum Book of the Honourable Artillery Company*, pp. 54 and 59. (London, 1890.) Whitbey was "admitted into the Artillerie Garden" in April 1638, and "Stanion" joined in March 1640.

<sup>43</sup> *Dict. Nat. Biog.* Article on "Abraham Stanyan," vol. liv. pp. 87-8.

<sup>44</sup> Vestry Minute of December 4, 1656 (reprinted in Appendix V. *d*, pp. 109-110).

that money came from, because on December 19, 1656—which was the day following,—James Whitbey and he granted a twenty-one years' lease "of th' one of the messuages," not the corner-house but the larger one, to "Antonyo fernando Carawayall of London Merchant."<sup>45</sup> On the next day—viz., December 20, 1656,—James Whitbey, the cloth worker, Ellen his wife, and William Whitbey, also a cloth-worker, described as "heir apparant of the said James," did at the request of Abraham Stanyan transfer the family interest in the property to a barber-chirurgeon named Boone and a citizen and draper called Richard Mills.<sup>46</sup> These two individuals were not parishioners of St. Katherine Creechurch, nor do they play any further part in these dealings. I cannot help thinking that they were acting as "cover" for Carvajal, who had probably financed Stanyan's purchase. Carvajal and his brethren doubtless assumed that as Jews they were unable to hold property in England, and preferred to figure as leaseholders rather than as freeholders. Subsequently the Whitbeys appeared before the Lord Mayor and acknowledged the deed, which was enrolled in the Hustings of Pleas of Land, from which roll, I may add, I was able to obtain a fairer copy of the deed than would have been possible had I been obliged to depend on the somewhat battered counterpart that has been handed down in St. Katherine Creechurch's archives.<sup>47</sup>

The Churchwardens' Accounts for the years 1650 to 1656 contain many references to Carvajal. As Mr. Wolf has shown, he occupied a large house in Leadenhall Street at the foot of Creechurch Lane,<sup>48</sup> and it is now clear from the "receiptes of tithes" that he was one of the largest ratepayers in the parish, for the comparatively large tithe-payment of £1 is entered up each year against "Mr. fardinando," or "Antonio Ferdinando." It is perhaps well to recall at this stage that

<sup>45</sup> The Vestry Minute last referred to indicates that Whitbey and Stanyan were already at that date negotiating with Carvajal, since it fixes a basis for the redemption of the mortgage of April 1653 "upon ye request of Mr. James Whitbey."

<sup>46</sup> Boone is mentioned again in the Churchwardens' Account Book under the payments for 1678. (Appendix V. a, p. 82.) Richard Mills was an Alderman and a Treasurer of St. Bartholomew's Hospital. (A. B. Beaven, *The Aldermen of the City of London*, 1908.)

<sup>47</sup> Guildhall Archives. Hustings Deeds. Deed No. 332. Memb. 37, 16. (See Appendix V. c. 2, pp. 93-5.)

<sup>48</sup> *Trans. Jewish Hist. Soc.*, vol. i. p. 55.







on March 24, 1656, a petition had been presented to the Lord Protector signed by Menasseh ben Israel, Carvajal, de Brito, and four other leading Jews praying for leave to hold services and to purchase a burial-ground. (PLATE 2.) For reasons connected with the Robles proceedings,<sup>49</sup> the petition was not acceded to until the summer of that year.<sup>50</sup> It would appear that Carvajal's first care was to secure a place of worship, as he signed the lease of the Whitbeys' house on December 19, 1656, whilst it was not until February of the following year that he and Simon de Caceres executed the lease of the cemetery in Mile End.<sup>51</sup> In the meantime that great Rabbi, Menasseh, had evidently quarrelled with the London Jewish community, for it was at the end of the year 1656 that he petitioned Oliver Cromwell for financial assistance and received £25.<sup>52</sup>

John Greenhalgh's description of his visit to the Synagogue in 1662 shows—as one would expect—that it was then being conducted with great discretion, and most of the modern commentators have expressed their conviction that from its inception it must have been a secret conventicle whose members came together stealthily and in evasion of the law. I have had a photograph taken of a highly significant entry in the churchwardens' list of payments for the year 1656 (Old Style). This proves beyond any possibility of error that the parish authorities were fully aware—even before the consecration took place—of the new use to which it was proposed to put Mr. Whitbey's mansion. The entry reads :

“paid for warning the workmen before the Court of Aldermeh that were Employed in building the Jewes Synagogue = 3 =.” (PLATE 8.)

<sup>49</sup> A full account of the Robles case, with copies of all documents, is to be found in “Crypto Jews under the Commonwealth,” by Lucien Wolf (*Transactions of the Jewish Historical Society*, vol. i. pp. 60–86).

<sup>50</sup> L. Wolf, *Menasseh Ben Israel's Mission*, Intro., pp. lxii, lxvi, lxvii. There is now every reason for crediting the manuscript biographical notice of John Sadler—although only written in 1738—which declares: “By his Interest it was, That the Jews obtained the Privilege, to build for themselves a Synagogue in London.” (Birch MSS. 4223, fol. 166a, lines 31–33, Brit. Mus.) From 1650 to 1660 Sadler was Master of Magdalene College, Cambridge, and in that capacity was the superior landlord of the Church of St. Katherine Cree; but the other rôles which he filled at that period are of course better known.

<sup>51</sup> I. Davis, “The Resettlement of the Jews by Oliver Cromwell,” in *Jewish Chronicle*, November 26 and December 3, 1880; Abstract of Lease.

<sup>52</sup> Eighth Report of Hist. MSS. Comm., Part I. App. p. 94b. (This reference is furnished on p. 112 of Mr. Henriques' book, already cited.)

I can date the entry February or March 1657,<sup>53</sup> and it is, of course, of very great interest as being the earliest authentic reference—six years before Greenhalgh and at least three years earlier than the undated informers' list—to a Jewish Synagogue in London. With it vanishes the fascinating theory that the Creechchurch Lane Bethel was a secret Synagogue where, to quote Mr. Lucien Wolf, "probably the Maranos had worshipped long before the mission of Menasseh ben Israel."<sup>54</sup> With it vanishes, too, the opposing theory that it was not until the coming of Charles II. that a recognised Jewish congregation could establish itself in the metropolis.

I may say at once that no proceedings of which there is any record ever took place before the Court of Aldermen. This I have ascertained by the most exhaustive searches, and I am satisfied that the incident—whatever it may have been—which arose early in 1657 out of the building of the Synagogue was something very trivial.<sup>55</sup> In any case the bare entry shows that not only the parish authorities but the Guildhall authorities, too, and a group of workmen as well, all knew that a Jewish Synagogue was in the making.

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<sup>53</sup> See Appendix V. *a*, p. 75, notes *b* and *c*.

<sup>54</sup> *Transactions of the Jewish Historical Society*, vol. v. p. 10.

<sup>55</sup> It is, for example, possible to sustain the hypothesis that the builders were reprimanded at the instance of the City surveyors either for temporarily obstructing the public way, or else because of a deliberate encroachment. The Repertories of the Court of Aldermen for 1657 show that "the Master Artificers and other Officers of this citie" were at that time very active with regard to "many incroachments . . . upon the common passage of the streets & lanes . . . & divers kinds of jutties made from and out of the houses over the said common passage . . . that course may be thereupon taken for reformation" (Rep. 65, fol. 42 and 178). Similarly the records for this period of the Lord Mayor's Court are full of prosecutions against City tradesmen for obstructing the street with their trade-implements or their wares. It is interesting to compare the 1656 entry in the St. Katherine Creechchurch Account Book with one of twenty years later which reads: "20th Nov<sup>er</sup> 1676. Spent at the warning Mr. Richardsons encroachments = 02 06." The sums laid out on either occasion were probably not—as the simple-minded reader might assume—statutory fees, but the money (3s. and 2s. 6d.) is far more likely to have been expended on the drinks consumed while the matters were being discussed. The Account Book contains hundreds of references to money laid out "at the Crowne" or "at the Mitre" (sometimes "with the parson") in connection with the settlement of parish affairs. The entry "spent upon receiving the Jewes rent at the Crowne" occurs more than once.

Simultaneously with the construction of the Synagogue the Jews' Burial Ground at Mile End was acquired and brought into use. (*See frontispiece.*) A short digression into the history of this cemetery seems allowable at this stage because of its very close bearing on the question of the commencing date of an organised Jewish community in London. The supporters of the theory that there was no such organisation under the Commonwealth have explained away—to their own satisfaction—the Creechchurch Lane Synagogue, but it has been less easy to get rid of the awkward fact (attested by the Burial Register at Bevis Marks) that there were four Jewish burials in this Jewish cemetery between the years 1657 and 1660. Nevertheless Mr. Henriques, the leading exponent of this view, has courageously attempted to dispose of the leasing by two outstanding Jews in February 1657 of the Mile End Burial Ground. Five whole pages are devoted to this matter in his important legal work (published in 1908), *Jews and the English Law*, and reference is made to “the fact that a few Jews were buried in a garden at Mile End without any publicity and probably without any previous consecration of the ground”; it is also categorically stated that “these interments must have been conducted with great privacy, and, if they were accompanied by any religious ceremony, with the strictest secrecy.”<sup>56</sup> These contentions are strongly rebutted by the evidence of the Churchwardens' Account Book, which records certain burials of Jews during the same period (1657 to 1660) and adds some interesting details.<sup>57</sup> The first to pass away was Domingo Vaez de Brito, the prominent Levantine trader<sup>58</sup> and one of the principal London Maranos, a man who only nine months previously had signed Menasseh ben Israel's petition to Oliver Cromwell in his Jewish name of Abraham Israel de Brito. Unfortunately, the wish expressed by de Brito and by his fellow-petitioners—that of being buried among their brothers in faith—could not be gratified in his case, for under the heading “Receipts for Buryalls 1656” we read the

<sup>56</sup> H. S. Q. Henriques, *op. cit.*, pp. 109–114.

<sup>57</sup> See Appendix V. a, pp. 75–6.

<sup>58</sup> *Cat. State Papers. Domestic Series*, 1655–6, p. 359, contains a complaint about his operations sent by the Levant Company to the British Consul at Smyrna, and shows how he was able to profit by his Dutch and Italian (Leghorn) connections.

melancholy entry, "22 December Demingo Vast Degretto at Hackney 3/6d."<sup>59</sup> On August 4, 1657, Judith de Brito died; she must have been the wife of the last-mentioned Jew and the occupant of the first grave in the newly opened Jewish cemetery.<sup>60</sup>

One month later (on September 9, 1657) Sarah Athias, who must have been the wife of Rabbi Moses, was laid to rest, and that she reposed in the Jews' Cemetery is proved by the entry in its own Burial Register: "Sarah Athias 12 Tisri, 5418."

Two years passed, and then the great Antonio Ferdinando Carvajal was gathered to his people. The Churchwardens' Accounts give the date as October 28, 1659, and the words I have just used are justified

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<sup>59</sup> I have not encountered in St. Katherine Creechurch's archives any other reference to a burial at Hackney, the normal place of burial being either the interior of St. Katherine's or else the large adjoining churchyard. If there is ground for believing that bodies were at that time occasionally buried in private gardens, then this interment at Hackney may well have been of that class. There is no reference to de Brito—or for that matter to any recognisable Jews—in the Hackney Parish Registers, which fortunately are all still available for the seventeenth century. Nor is Hackney—then a sparsely populated village surrounded by marshes—at all likely to have been the residence of any Jewish merchants in Cromwell's day, despite the attraction that it held for their successors a century later. (See MS. 480, Guildhall Library. Registers of St. John, Hackney—there was then no other church in Hackney.) There is, however, evidence of the existence in Hackney of a Judaical sect of Puritan fanatics. A news-sheet of June 2, 1655, describes one of their services ("some Jews were seen to meet in Hackney—it being their Sabbath Day at their devotions . . . in the corner of a garden . . ."), and it seems to me by no means improbable that these sympathetic Judaisers provided a place of interment for the body of Domingo de Brito. (For further details of this Hackney sect, see *Trans. Jewish Hist. Soc.*, vol. iv. p. 197, and more particularly Prof. S. R. Gardiner's *History of the Commonwealth and Protectorate*, vol. iii. p. 216, note 2.)

<sup>60</sup> It will now be seen that the earliest dated entry in the Bevis Marks Burial Register ("Is. Brito 4 Elul 5417"), which has been so often quoted, must refer to Mrs. de Brito and not to her husband. The explanation seems to be that as this Register was first started in 1725, all the earlier entries were simply copied off the stones in so far as these were still legible. Judith de Brito was doubtless described in her epitaph as the wife of Abraham Israel de Brito, and all that was rescued of the inscription were the letters I S B R I T O and the date. Until now it has always been believed that the great Domingo himself filled the first grave in the cemetery, and the apparent discrepancy between de Brito's Jewish signature on the petition and the name recorded in the burial register so intrigued Mr. Lucien Wolf that many years ago (September 16, 1889) he devoted the greater part of a special article in the *Jewish Chronicle* to an endeavour to account for it.

literally by the corresponding entry in the Jews' Burial Register: "Abm. fernandes Carvajal 26 heshvan 5420."<sup>61</sup>

There is a further and a rather surprising piece of information to be obtained from the Churchwardens' record of these burials. In three out of the four instances it is on record that the bell of St. Katherine Creechurch was tolled to mark the laying to rest of these early London Jews. For Mrs. de Brito "the knell of ye ffourorth bell" was sounded. For Mrs. Sarah Athias is recorded "the knell of the 3rd bell 1/-." Finally, there appears under "Recipes for Burialls 1659" "Antonio Fherdinando the knell of the Great Bell—5-0." I must confess to a feeling of amazement when I unearthed these facts, and I think my Jewish readers will share my surprise and gratification at the kindly and tolerant attitude of the Church towards the newly formed Jewish congregation. Moreover, on the occasion of the first Jewish burial, that of Mrs. de Brito, the Church had lent the Jews their pall. The full entry reads: "4th Aug. Judith Debretto the knell of ye ffourorth bell and the cloth 2/4."<sup>62</sup> Rabbi Athias apparently disapproved of this practice, and the pall was not hired for the burial of his wife or of Carvajal.

I feel that the curious new evidence as to the first Jewish funerals thoroughly establishes that, from the birth of their congregation,

<sup>61</sup> He was about to undergo an operation when, on October 21, 1659, he executed his last will and testament; it contains the phrase "I doe committ my bodie to be decentlie buried . . . according to the discretion of my most deare and loving Wife" (*Trans. Jewish Hist. Soc.*, vol. i. Appendix, p. 87). That he underwent and succumbed under the operation is shown by an entry in Richard Smyth's Obituaries (British Museum MS. No. 886, Sloane Collection), which has escaped previous biographers: "1659, Nov. 1. Ferd. Carby John, ye Portugall Jew cutt of ye stone, died about this time." The British Museum MS. is not Smyth's original, but an early eighteenth-century copy; no doubt Smyth's entry was Carbyjall, or some similar variant of that name. Carvajal must have enjoyed excellent relations with the local church. In the year of his death he was the principal subscriber—the sum given was 15s.—to a fund headed "Received from the Inhabitants upon accomp. (and for paymt.) of Ministers." As Mr. Wolf has recorded, he bequeathed £10 to the poor of St. Katherine Creechurch. I am sorry to say that I cannot find that his executors ever paid this bequest. In the list of payments for 1660 there appears, moreover, in the Churchwardens' Account Book this significant entry: "paid to a proctor for search for Mr. Ferdinando his will = 0 = 4 = 4."

<sup>62</sup> The pall had been newly acquired a year previously and figures in the 1656 list of payments (p. 74).

the Jews of Cromwell's time received a very fair measure of public recognition. I do not see how it is possible to "explain away" this view of their status—unless by resorting, say, to the argument that these Jews were being buried as Christians, and this in all the circumstances would surely be a "reductio ad summum absurdum." After all, there is confirmation in Greenhalgh's letter<sup>63</sup> of the fact that "in Oliver's time" the Jews practised very little concealment, and that only "since the King's coming in, they are very close, nor do admit any to see them but very privately."

The Robles prosecution, which during the spring of 1656 had threatened the existence of every Sephardi Jew in London, was happily quashed on May 16, 1656. On June 24 following, the historic Petition of Menasseh ben Israel (PLATE 2) came up for consideration before the Protector's Council, as appears from an endorsement on the document.<sup>64</sup> In his *Menasseh Ben Israel's Mission* Mr. Lucien Wolf argues convincingly that Cromwell undertook to announce to the Jews by word of mouth the measure of their recognition as a separate religious community. As the outcome of this interview, the rights which Menasseh had revendicated at Whitehall for the Jews of the World were, in fact, conceded to Carvajal and the other resident Jews in London—and doubtless restricted to Jews of this special Sephardi type.<sup>65</sup> In short, the claim was recognised of a "vested interest" to continue to live in the metropolis, to add to its numbers by immigration, to own a cemetery, to hold not alone private "Minyanim" but also a public Synagogue, and even—no small concession this—to appear as brokers on the Royal Exchange. As Mr. Lucien Wolf says, "to Menasseh ben Israel . . . it was a compromise of a purely selfish nature. We may be certain that he did not hide his grief or his indignation."<sup>66</sup> I am able to shed some new light on one important phase of the Resettlement, because I have discovered in the British Museum evidence of the arrival of Jews in London during 1656 and

<sup>63</sup> No stress is laid on the corroborative evidence of Thomas Violet, goldsmith and pamphleteer, as it is so frequently unreliable.

<sup>64</sup> The endorsement does not show on the reproduction of the petition which accompanies this thesis, but the full wording is given in Wolf's *Menasseh Ben Israel's Mission*, p. lxxxvi.

<sup>65</sup> L. Wolf, *op. cit.*, p. lxxvii.

<sup>66</sup> *Idem.*, p. lxxviii. It is significant that Moses Athias was brought over to London in August 1656 (or thereabouts), and that he came from the Hamburg congregation, and not from Amsterdam; see p. 57, footnote (c).

1657. They were all Sephardi Jews, business connections (and perhaps family connections) of Carvajal, de Brito, and do Porto, and I am satisfied that the English Aliens' Officers granted them admission well understanding that they were all Jews, and that two of them at any rate were not chance travellers but had "come over with intent to live in London." This fresh information is derived from registers compiled during the Protectorate of persons who had visited London and reported themselves to the Council. These registers constitute, in fact, a portion of the records kept by Cromwell's contre-espionage department. The country was at that time divided into military districts under various major-generals, and as they aimed at keeping track of every suspect—whether Malignant, Spaniard, Royalist, or Leveller—they closely observed most foreigners as well as very many natives.<sup>67</sup> The only register containing references to Jews is one covering the period February 13, 1656, to August 10, 1657; it bears the title, "Appearances of Persons coming from Foraigne Parts," and is catalogued as Brit. Mus. Add. MSS. 34015. My excerpts from this register will be found among the Appendices to this paper, and I venture to assert that they will repay close study.<sup>68</sup> To my mind, the most interesting of the Jewish arrivals were Stephen Rodrigues and Anthony Balderede, who arrived in London on December 1, 1656, having travelled together from Bayonne *via* Calais and Dover. They gave "Mr. fiardinand portugall m'chant in Leadenhall Street" as their London reference, and cited as their overseas correspondents "Mr. Anthony de Porte" of Bordeaux and his brother. Now Antonio (Abraham) do Porto became, after the Restoration, one of the leaders of the Creechurch Lane congregation,<sup>69</sup> but while still resident in France he had been in the habit of coming over to London on business visits. Thus he was here in the spring of 1656, when all London Jews became imperilled by the Robles prosecution. The Iberian Jews who had settled in Bordeaux lived outwardly as Christians right through the seventeenth century, so that when the Commissioners for the

<sup>67</sup> *Catalogue of Additions to the Manuscripts in the British Museum in the Years 1888-1893*, pp. 162-3. (London, 1894.) See also S. R. Gardiner, *History of the Commonwealth*, pp. 179-180. (London, 1901.)

<sup>68</sup> See Appendix VI., pp. 127 and 128.

<sup>69</sup> M. Gaster, *op. cit.*, pp. 13, 50, 51, 52, and various references in the Bevis Marks Archives. See also Appendix II. a, pp. 59-64.

Admiralty and Navy decided to summon do Porto to testify against Robles (whom he had known ten years previously in the Canaries) they knew him only—according to some jotted notes which have survived—as “D. Anto. de Porto a nrrall Spaniard and a Roman Catholiq yt I beleive will depose ye Truth.” He was then lodging “at Mr. Clarks in Lime Street,” close to the Carvajal mansion, and the evidence that he gave was, of course, favourable to Robles. It is significant that after Antonio do Porto had shared with the London Jews all the excitement and anxiety of the Robles case he should evidently have returned to his Bordeaux home, so satisfied with its triumphant *dénouement* and with the altered status of the Jews in England as to induce two of his business associates at Bayonne to emigrate to this country. So much at least is fairly deducible from the three separate references to do Porto in the register, when considered in conjunction with the part played by him in the Robles proceedings. It will be observed that Stephen Rodrigues and Anthony Balderede<sup>70</sup> were admitted to residence here on December 3, 1656, which was just sixteen days before Carvajal signed the lease of the Creechchurch Lane Synagogue.

Before I resume my story I should like to be allowed to say that whilst my investigations have enabled me to amplify, and in some instances to correct, the accounts of these matters given to the world by Mr. Lucien Wolf, yet I yield to no one in my respect for his work, and in my belief in the soundness of the historical foundation on which he has builded. I referred before to Mr. Wolf's pioneer essays of twenty and thirty years ago; to my mind, these are masterpieces. I first read them as a schoolboy. I have since read them many times, and they still retain all their glamour for me, and although my adult mind now relishes the subtle reasoning and the great skill with which the available facts have been pieced together, yet Mr. Lucien Wolf's charming gifts of exposition have lost none of their attraction. More-

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<sup>70</sup> “Sin Steauen Rodregoes near Algat” figures in one of the 1660 Informers' Lists (Brit. Mus. Add. MS. 29868, fol. 16). The name Balderede is evidently a variant of Valverde, a patronymic which is to be found occasionally in the London Sephardi archives, but more frequently among the records of the British West Indian Jews. In the oldest London burial register there is recorded the death, in 5484 (1724), of one “Semuel Balborda” (Carrera 17), and doubtless he, too, was, despite the variation in spelling, a member of this same family.



over, the fresh material which I have been so fortunate as to discover has provided me time and again with a vindication of Mr. Wolf's theories. He it was who in his presidential address to this Society in 1894 on "The First English Jew" <sup>71</sup> conjectured that Antonio Carvajal was the "principal agent of the Jews," and that it "was directly due to his personal initiative" that "Jewish Divine Service was regularly held in London." In an earlier paper ("Crypto Jews under the Commonwealth") <sup>72</sup> in 1893 he had suggested that London's earliest Synagogue probably also served as the residence of Carvajal's kinsman, Moses Athias, who was, in fact, its first Rabbi. Finally, when dealing in his *Menasseh Ben Israel's Mission* <sup>73</sup> with the latter half of 1656, his keen historian's flair led him to make the following deduction:

"The right to acquire a cemetery was certainly granted. The restriction with regard to worshipping in private houses was also probably revised and the maintenance of a synagogue, subject to the other conditions, sanctioned."

These theories all accord with the newly discovered facts.

I now revert to the examination of the Churchwardens' Account Book. This will be found to contain a full list of tithe-payers for the period 1650 to 1661.<sup>74</sup> From 1650 to 1656 Mr. James Whitbey figures as a tithe payer, and the leases have already established exactly which house was occupied by him. From 1657 to 1661 Whitbey's name disappears from the section of the list of tithe-payments which it ordinarily occupies, and the name of "Mr. Moyses Atteas" replaces it. The Rabbi became responsible for the tithe-payment as from March 25, 1657, and no doubt he was actually living in the house on or about that date. His wealthy and influential kinsman, Carvajal, it will be remembered, had taken a lease of the building on December 19, 1656.

In the summer of 1657 the freehold of the two brick messuages in Creechurch Lane as well as the remainder of a ninety-nine years' lease were acquired by the parish, and the conveyance of the latter was

<sup>71</sup> *Trans. of Jewish Hist. Soc.*, vol. ii. p. 20.

<sup>72</sup> *Ibid.* vol. i. p. 55.

<sup>73</sup> L. Wolf, *Menasseh Ben Israel's Mission*, Intro. pp. lxvi and lxvii.

<sup>74</sup> Subsequently these particulars were transferred to a separate volume, which is not now available—at any rate, in the Guildhall Library.

signed on July 28, 1657 (MS. 1213/5), and is in existence to-day.<sup>75</sup> From this and the other documents it seems reasonable to conclude that the parish authorities, knowing that the Jews had installed a Synagogue in Mr. Whitbey's former mansion, decided to purchase the property out of church funds, and thus become the Jews' superior landlords. Mills and Boone, the nominal owners, would seem to have conveyed their interest—the freehold—in a deed of the same date which has not been preserved. The vendors who figure in the sale of the lease are again Abraham Stanyan, the plaisterer, together with James Whitbey and his son William, and the purchase-consideration is £840, of which Stanyan receives £650 and the Whitbeys £190. The parish of St. Katherine Creechurch as purchaser is represented by eleven citizens, the first trustees appointed to hold the property. By the other conveyance of even date—not now available—a second group of eleven citizens and trustees, whose names have been preserved in a later deed (No. 1213/7 of September 20, 1672) appear to have derived their title from Mills and Boone.<sup>76</sup> A proportion of the purchase-money was provided by a loan from Alderman Bond. The parish was not granted "vacant possession" of the larger messuage, and the twenty-one years' lease which Carvajal had secured seven months earlier is expressly "reserved." In point of fact the Churchwardens' Account Book shows later that the Jews must have surrendered this lease in 1663, when they already began to pay rent to the parish, and from that year until 1691, when the Account Book was closed, there is an almost unbroken series of entries "one yeares rent of the Sinagogue."

As has been mentioned, the will of Sir John Gayer was the motive which had led the parish to buy this property, and that knight's bequest of £200 was utilised for the purchase, together with sundry accumulated legacies from earlier benefactors. Sir John Gayer had been a famous Lord Mayor of London and a prominent member of the East India Company. The interest from his bequest was to be distributed annually in charity, and was also to pay for a Gift Sermon to be preached on every 16th October in memory of his providential deliverance from the paws of a lion when cast away on the coast of

<sup>75</sup> See Appendix V. c. 3, pp. 95-101.

<sup>76</sup> Cf. references to Mills and Boone in Deed of Release No. 1213/12 of August 25, 1738. (Appendix V. c. 5, p. 108.)

Africa ("so as to inculcate reliance upon Providence in the worst extremes of human wretchedness").<sup>77</sup> The incident, of course, is well known; the Lion Sermon is preached to this day at St. Katherine Creechurch, and annually evokes a number of sprightly paragraphs in the evening papers. It is interesting as well as curious to reflect that for over half a century the funds of the Gayer trust were directly provided by the Spanish and Portuguese Jews of London through the annual rent which they paid for their Synagogue. Further information about the Gayer Bequest is given in the Charity Commission's Report of 1830,<sup>78</sup> and it is clear from this and the Churchwardens' Account Book that, as further legacies became available, they were invested in the Creechurch Lane houses, and the loans on the property were gradually extinguished. These proceedings are also noted in the Vestry Minute Book (MS. 1196), and a comparison of all three sources of information has enabled me to disentangle a somewhat complicated series of transactions.<sup>79</sup>

Apart from the evidence of the conveyance of July 28, 1657, the purchase of Whitbey's houses by the parish is amply attested by the entries in the Churchwardens' Accounts for that year, and there are payments to Mr. Broome—presumably the parish's man of law—"for his judgment and advice . . . for the purchase of the two houses of Mr. James Whitby," and further "for perusing the deeds when sealed by Mr. James Whitby his wife and sonne."

Some curious new facts emerge from a close examination of the lists of tithe-payments which, as I have already mentioned, form part of the Churchwardens' Accounts for the period 1650 to 1661. I have compiled a comparative table of certain extracts from these tithe-lists, and this shows clearly how "Mr. Moyses Atteas" took the place in the tithe-payers' list that had formerly been filled by Mr. James Whitbey. I ought to explain that, whilst these lists of tithe-payers were certainly never intended as a directory of the parish, they do, in fact, to a limited extent, serve that purpose. The collector seems to have made his rounds year after year in the same order. The list of householders was each year copied from that of the previous year, and the names

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<sup>77</sup> David Hughson, *op. cit.*, p. 177.

<sup>78</sup> See note 21, p. 10.

<sup>79</sup> See Appendices IV., V. a, and V. d, pp. 69, 73, and 109.

of new arrivals, instead of being added on at the end of each list, were inserted between the names of their actual neighbours. This table brings to light another of the problems that must have confronted the founders of our community. Allowing that Mr. Whitbey's larger house which they had taken and turned into a Synagogue was adequate for that purpose, how could they hold services without scandalising the occupant of the adjoining corner-house, which virtually formed an integral part of their building? One's mind is carried back to a similar problem that arose in that even earlier Synagogue<sup>80</sup> of Plantagenet London, from which our Norman forbears were ultimately expelled in favour of a neighbouring Sackcloth Friary whose abbot had complained that the "Ululatio" (the howling) was intolerable.<sup>81</sup> As will be seen, however, the table of tithe-payments proves that Rabbi Athias was provided from the very start with a sympathetic Jewish neighbour.

In 1650 William Whitbey, jun., is found to be living in the small corner-house; he vacates the house in favour of one John Davies and goes to reside in a different part of the parish, as the tithe-lists (for 1654, 1655, and 1656) attest. In 1653 a Mr. Turner has the house for a year, and then for three years it is in the occupation of Mr. Cole, a merchant, whose name crops up again in the parish records during the year of the Great Fire, 1666, when he had to be assisted with 2s. from the Poor Fund, "being undone by losses." Mr. Cole's tenancy of the corner-house terminates in 1656, and a "Mr. Demingo Debreto" then fills his place. This can be none other than Domingo Vaez de Brito, that leading London Jew. As has been seen, however, de Brito was not destined to reside for long in the house adjoining Rabbi Athias's new Synagogue, for he died shortly before Christmas, 1656. The inclusion of his name under the year 1657 in the list of tithe-payers probably indicates that his wife took his place as tenant of the corner-house, although she, too, passed away before a twelvemonth had

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<sup>80</sup> The site is at the corner of Old Jewry and Lothbury and is to-day filled by the National Debt Office. On Sheet VII. 65 of the 1916 Ordnance Survey it is described as "Site of Jews' Synagogue, afterwards a Friary."

<sup>81</sup> This incident is related on p. 27 of *The London Jewry, 1290*, by Dr. Joseph Jacobs (Publication No. 1, Anglo-Jewish Historical Exhibition, London, 1888), but the original authority is not cited, nor have I succeeded in tracing it.

EXTRACTS FROM THE RECEIPTS FOR TITHES (ST. KATHERINE CREECHURCH PARISH ACCOUNTS).  
(NOTE.—The order in which the names appear is that occurring in the original entries.)

1650.	1651.	1652.	1653.	1654.	1655.
Of Mr. Lambert 1.6.	Mr. Lambert 1.0.	Mr. Lambert —	Mr. Lambert —	Mr. Lambert —	Mr. Lambert 2.0.
Of Mr. Whitby, Junr. 3.0.	John Davies —	John Davies —	Mr. Turner 3.0.	Mr. Cole 1.6.	Mr. Cole —
Of Mr. Whitby, Senr. 10.0.	Mr. Whitby —	James Whitby 5.0.	James Whitby —	Mr. Whitby 5.0.	Mr. Whitby 10.0.
	Mr. Dennison 3.0.	Mr. Dennison —		Mr. Digby 3.0.	Mr. Digby 3.0.
Of Mr. Booker 3.0.	Mr. Booker 3.0.	John Booker 3.0.	John Booker 3.0.	John Booker 3.0.	Mr. Booker 3.0.
1656.	1657.	1658.	1659.	1660.	1661.
Mr. Lambert 3.0.	Isaac Lambert 4.0.	Isaac Lambert 2.0.	Isaac Lambert —	Mr. Lambert —	Mr. Lambert 4.0.
Mr. Cole 3.0.	Mr. Demingo Debretto —	Mr. Decosta —	Mr. De Costa —	Mr. Olivaro 3.0.	Mr. Olivaro —
Mr. Whitby 2.6.	Mr. Moyses Attias 10.0.	Mr. Moyses Attias 5.0.	Moyses Attias 10.0.	Mr. Moyses Attias 10.0.	Mr. Moyses Attias 7.6.
Mr. Digby —	Mr. Digby —	Mr. Digby —	Mr. Mallory —	Mr. Mallory 6.0.	Mr. Mallory 4.6.
Mr. Booker 3.0.	Mr. Booker 3.0.	Mr. John Booker 3.0.	John Booker 3.0.	Mr. Booker 3.0.	Mr. Booker 4.6.
		Mr. Molloyres 1.6.			

[See pp. 31-33 and 73-77.]

elapsed. During 1658 and 1659 a Mr. Da Costa appears as responsible tenant of the corner-house, and there can be little doubt that he, too, was a Jew: he may have been the "Mr. Decostus Dukes-place" of the 1677 Directory of London Merchants.<sup>82</sup>

From 1660 onwards the house stands in the name—variously spelt—of Mr. Oliveira. The tithe-list comes to an abrupt end in 1661, but fortunately a different section of the Churchwardens' Accounts contains many entries (both of receipts and payments) regarding this gentleman, and they extend from 1660 until 1667. From these it can be deduced that he took on September Quarter Day, 1661, a lease of the small house that stood next to the Synagogue. He paid a premium of £20 ("Mr. Oliveiro for the fyne of his lease £20") and a rent (which possibly included a tithe-payment) varying from £20 to £22 per annum. For five years (1661 to 1665 inclusive) the landlords bore several regular items of expenditure in connection with the house. They supplied a scavenger at 4s. per annum. They did occasional repairs ("paid the Joyner for worke done" and "paid to a Carpenter for worke done"), and once they provided a charwoman. The most interesting annual outlay is the payment made by the churchwardens to the parish beadle, Mr. Turlington, for procuring watchmen to guard the house. Insurance against fire and burglary was, of course, unknown until after 1666, and these repeated references to "the watch for Oliveiro's house"<sup>83</sup> remind one of the great robbery at the Synagogue in 1689 (mentioned in Dr. Gaster's book),<sup>84</sup> when most of the ritual paraphernalia was looted. An even more puzzling expense which the parish incurred on behalf of their tenant, Mr. Oliveira, was the payment from 1661 until 1664 of 2s. per annum to Mr. How, the parish clerk, seemingly for clerical aid. It is by no means clear to me why Mr. How should have been paid the modest sum of 2s.—it could only have been a part-time wage even at the value of money then current—"for a whole yeares Clerks wages for Oliveros House," but I hope one day to elucidate the matter.

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<sup>82</sup> *The London Directory of 1677*, reprint published by Chatto & Windus, London, 1878.

<sup>83</sup> In one case there is a pleasing variant of these words, viz. "paid the yellow coates for Oliveroe's House." See also footnote (h), p. 80.

<sup>84</sup> M. Gaster, *op. cit.*, p. 51.

I am inclined to think that the small corner-house was being used partly as a school, and I am encouraged to believe this by its proximity to the Synagogue and by the knowledge that the Amsterdam family of the D'Oliveyras contained at least two famous Jewish teachers.<sup>85</sup> Moreover, in 1662 Greenhalgh had commented on the "boys . . . who had each his Service Book in hand, in Hebrew without points, and were as ready and nimble in it . . . as the men. . . . All was done in the right true Hebrew tongue . . . which, to this end, they do industriously teach all their children from their infancy, having their schoolmistress on purpose."<sup>86</sup> Oliveira may perhaps have conducted a privately owned school like that belonging to Ruby Fidanque some thirty years later, and which—according to Dr. Gaster<sup>87</sup>—was only unofficially attached to the Synagogue. It is noteworthy that in the British Museum register already described (which records the "Appearances of Persons coming from Foraigne Parts") there are two references dated December 3, 1656, to "a writeing Schoolmasters house in Cree Church Lane neare the Dukes Place."<sup>88</sup> Such a location points at once to Mr. Oliveira's "corner house," which of all houses in Creechurch Lane was in closest proximity to Dukes Place. In the seventeenth century Creechurch Lane was barely forty-five yards long, so that "neare Dukes Place" would probably only have been used to indicate either the "corner house" or the building immediately opposite it.<sup>89</sup> Now this writing-master's house "at ye hand and penn" was the hostel at which two Bayonne Jews were received when they came to London to settle here permanently on December 1, 1656. If the assumption holds good that it was indeed the "corner house," then their host must have been Domingo Vaez de Brito, for he was its tenant at that date. Nor would this have been his first appearance in that capacity, since on August 8, 1656, he had provided a lodging at his former home in Great St. Helens for

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<sup>85</sup> See *Jewish Encyclopædia*, article on "Solomon de Oliveyra" and authorities cited at end thereof, vol. ix. pp. 394-5.

<sup>86</sup> See Appendix I., pp. 52 and 53.

<sup>87</sup> M. Gaster, *op. cit.*, p. 39.

<sup>88</sup> See Appendix VI., p. 128.

<sup>89</sup> Conversely, the lodging house of Thomas Lingar, the plumber, which was actually at the southern end of Creechurch Lane and faced the church, is nevertheless described in the same register as being in Leadenhall Street.

another Sephardi Jew arriving from Holland. On the day following de Brito's funeral (which occurred on December 22, 1656), a fourth traveller reached London, this time from Bordeaux, and it is worth noting that he secured a lodging at a fresh place—apparently at Thomas Lingar's, where he again put up on June 10, 1657, and where four years later there were still half a dozen Jewish lodgers.<sup>90</sup> Of course, it is by no means easy to visualise Domingo Vaez de Brito, a Levantine trader of some note, or even his widow, as schoolkeepers and as custodians of a congregational hostel, nor is the evidence that they filled these rôles at all complete, although it certainly does tend curiously in that direction.

To revert again to Mr. Oliveira, he certainly had some connection with the Creechurch Lane Synagogue, because in 1667, after he had vacated his house, there is an entry in the Churchwardens' Accounts:

"Received of Mr. Policarpa Olivero for one yeares Rent due and ended at Lady day 1668 £40,"<sup>91</sup>

There can be no reasonable doubt but that this represented the rent of the Synagogue for the year, and that Mr. Oliveira was the representative of the Jews who had paid the money.

After being vacated by Oliveira the corner-house was occupied by the parson of St. Katherine's from 1666 until his death in 1672, when it was leased from the parish by William Core the bricklayer, who two years later surrendered it to the Jews as a means of extending their Synagogue.

I have spent some time in discussing Mr. Oliveira's and his two Jewish predecessors' tenancy of the corner-house in order to draw attention to the strong likelihood that, although not then used as a Synagogue and forming no part of Carvajal's lease, it nevertheless was far from being the ordinary residence of a private individual. It

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<sup>90</sup> Lingar's name and address figure in both the 1660 "informers' lists" reproduced in *Transactions J.H.S.*, vol. v. pp. 6-7.

<sup>91</sup> There is a similar entry for 1662: "Received of Mr. Moses Attias for one yeares rent due and ended at Ladyday 1663 £40." For the following year, and for all subsequent years, the corresponding annual entry is worded, "Received as one yeares rent of the Sinagogue." (See pp. 77 and 78.)



seems more than likely that it housed a Jewish communal institution of one kind or another, and if this can be established it will become increasingly difficult to uphold the hypothesis that London's Spanish Jews had not formed themselves into a properly organised community until the third or fourth year of the restoration of Charles II.

The first ten years in the history of the Creechurch Lane Synagogue (1657 to 1667) were eventful ones, as the recorded history of that period shows. In October 1657 there fell to be celebrated the Jewish Festival of Tabernacles, and there seems no longer any particular reason to refuse all credence to Greenhalgh's statement <sup>92</sup> (made on the authority of a friend, who repeated it to him in 1662) that

"one year in Oliver's time they did build booths on the other side of Thames, and kept the Feast of Tabernacles in them, as some told me who saw them."

If this is to be accepted literally, the incident must have occurred during 1657, as this was the last year of the Protector's reign subsequent to the opening of the Synagogue during which the Jews could have celebrated their feast of booths. Oliver Cromwell died on September 3, 1658.

In September 1657 Menasseh ben Israel returned to Holland, bearing with him the body of his son, Samuel,<sup>93</sup> who had died in London about the same time as Mrs. Sarah Athias. It is very evident that he must have been on the worst of terms with the London Spanish Jews. I should have liked to be able to think that he, the great Menasseh, had worshipped in the Creechurch Lane House of Prayer which had been opened for fully half a year before he quitted these shores. In all the circumstances, however, I am afraid that it is a matter of doubt whether he was ever associated with the Synagogue.

The familiar date of February 4, 1658, calls now for some passing reference, since it has been claimed as the formal date of the Resettlement of the Jews in England, on the strength of a passage in the "Parliamentary Diary . . . from 1656 to 1659," ascribed to Thos. Burton, M.P., and first published under the editorship of J. T. Rutt

<sup>92</sup> See Appendix I., p. 56.

<sup>93</sup> L. Wolf, *Menasseh Ben Israel's Mission*, p. lxxxvii.

in 1828.<sup>94</sup> In point of fact, February 4, 1658, was simply the date on which Cromwell dissolved his Parliament, and there is no ground at all for affixing this date to the oft-quoted passage which states that "the Jews, those able intelligencers . . . he (Cromwell) now conciliated by a seasonable benefaction to their principal agent resident in England." Nor is this familiar passage in the words of the seventeenth-century diarist; they are his nineteenth-century editor's words, and thus have no especial historical significance.<sup>95</sup> It does not seem at all unlikely, however, that Cromwell, when he had rid himself of his restive Commons, publicly reaffirmed to Carvajal the verbal concessions which he had conveyed to the Jews during the summer of 1656, and no doubt there is some authority for Mr. Rutt's statement.<sup>96</sup> So far I have not succeeded in tracing it, but I still hope that some day I may happen upon a clue—perhaps in the news-sheets of the period, upon which the editor of *Burton's Diary* so largely relied for his commentary. In the same paragraph (p. 471) Rutt details certain other conciliatory measures adopted by the Lord Protector after his dissolution of Parliament: "he invited the Corporation to Whitehall"—this occurred on March 12, 1658,<sup>97</sup>—"thither, also, he convened his principal Military Officers"—this happened on February 6, 1658,<sup>98</sup> so that the "conciliation of the Jews," if it is an historic fact, presumably did take place about this time.<sup>99</sup>

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<sup>94</sup> See Lucien Wolf in *The Resettlement of the Jews in England* (London, 1888), "The First English Jew" (*Trans. J.H.S.*, vol. i. p. 18), and *Cromwell's Jewish Intelligencers*, p. 3 (London, 1904). See also this Society's Report for 1894 (*Trans.*, vol. i. p. 161) as to the inauguration on February 4, 1894, of an Annual Commemoration of "Resettlement Day."

<sup>95</sup> Compare *Burton's Diary* (Rutt's edition, London, 1828), vol. ii. p. 471, with the original MS. in the British Museum, Add. MSS. 15859-64. The proceedings of Thursday, February 4, 1657/8 are in Add. MS. 15861, fol. 102-105.

<sup>96</sup> In *The Jews and the English Law* Mr. H. S. Q. Henriques devotes three whole pages (pp. 97-99) to questioning the reliability of *Burton's Diary* as an authority, but the point escapes him that the picturesque phrase about the "seasonable benefaction" is not from a seventeenth-century quill, but from a steel pen of the nineteenth century.

<sup>97</sup> See C. H. Firth, *Last Years of the Protectorate*, vol. ii. p. 50.

<sup>98</sup> *Idem*, vol. ii. p. 44.

<sup>99</sup> The contributor of the article on "Oliver Cromwell" to the *Jewish Encyclopædia* (vol. iv. p. 368) has added to the general confusion of Anglo-Jewish historians by coining a date to him more convenient, viz., February 4, 1657!

In 1660 Charles Stuart returned to England, and the Churchwardens' Account Book bears witness to the money expended by the loyal parish of St. Katherine Creechurch on the public rejoicings in connection with the King's proclamation, his landing, and his "comeing through the Citty." This was doubtless the year when the Jews began to "lie low," for it was the year when informers were about, drawing up lists of the London Jewry,<sup>100</sup> and when the Corporation of the City of London was protesting officially to its new Monarch against the freedom to trade which the Jews enjoyed.<sup>101</sup>

The year 1660 saw, evidently, an altered policy in the conduct of Jewish congregational affairs, that alteration which led Mr. Greenhalgh to write<sup>102</sup> the words that I have quoted once already :

"since the King's coming in, they are very close, nor do admit any to see them but very privately."

On October 14, 1663, Samuel Pepys, the diarist, was after luncheon taken with his wife by their great friend, Dan Rawlinson, to see the Synagogue, and his impressions of the place are so well known that I need not quote them.<sup>103</sup> Rawlinson, in addition to dealing in various commodities (which at a later date included tea), also kept the Mitre Tavern on the north side of Fenchurch Street,<sup>104</sup> and was thus a close neighbour of the Synagogue. His firm still exists, but it has been known since 1777 as Davison, Newman and Co., and to-day their grocers' and teamen's business—without doubt the oldest one in the world—trades from No. 14 Creechurch Lane, exactly opposite No. 5, the site of our ancient Synagogue.<sup>105</sup>

It was at this period (1663) in the history of the Synagogue that the Finta (levy) was fixed and the Ascemoth (laws) compiled. Mr. Wolf has discovered by inspecting the accounts of the leading Jews in the ledgers of Child's Bank that heavy sums were contributed to the

<sup>100</sup> *Trans. of Jewish Hist. Soc.*, vol. v. p. 8.

<sup>101</sup> *Guildhall Archives, Rem.* vol. ix. no. 44, fols. 1-8 (reprinted in *Trans. J.H.S.*, vol. iv. p. 186).

<sup>102</sup> H. Ellis, *op. cit.*, p. 20. (See also Appendix I., p. 56.)

<sup>103</sup> *Diary of Samuel Pepys*, Oct. 14, 1663 (Wheatley's edition), vol. iii. p. 303.

<sup>104</sup> H. B. Wheatley, *Pepysiana*, p. 190. (London, 1899.)

<sup>105</sup> A. Ashton, "An historic firm," in *The West India Committee Circular* of November 4, 1913. (London.)

Synagogue from mid-June to mid-August 1663.<sup>106</sup> It has been thought that this money was to be applied for enlarging the Synagogue or moving to a fresh emplacement, but the archives of St. Katherine Creechurch would seem to contradict this view, as they reflect no alteration in the Jews' arrangements.

The balance-sheet of the Synagogue is in existence from the year 1664 onwards, and in the first year's account the rent of the building is shown as £44 6s. 2d.<sup>107</sup> As the Churchwardens of St. Katherine's only received £40, the difference must represent an amount paid in taxes.

On April 19, 1664, the learned Jacob Sasportas, of Amsterdam, who in 1655 had accompanied Menasseh ben Israel to London, agreed to return here as the congregation's Haham (Chief Rabbi). He made an undignified exit from this country barely a year later on the outbreak of the Great Plague,<sup>108</sup> the dreadful pest that carried off Moses Athias, the congregation's original Rabbi,<sup>109</sup> as well as several members of his flock, nor could he apparently be prevailed upon to come back. On the whole, however, the Jews seem not to have fared as badly during the Plague as some other communities,<sup>110</sup> and it is to be supposed that their hygienic rules of living had stood them in good stead.

When in 1666 the Great Fire of London broke out the parishioners of St. Katherine Creechurch escaped almost unscathed, and although the population of London turned angrily on all the Frenchmen, Spaniards, Papists and other folk in their midst who were or seemed to be of alien faith or race, no member of the Jewish congregation appears to have been accused of incendiarism or otherwise molested.<sup>111</sup>

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<sup>106</sup> L. Wolf, "The Jewry of the Restoration" (*Trans. Jewish Hist. Soc.*, vol. v. p. 23). One of these accounts is that of Mr. Polycarp Oliveira, but to my acute disappointment I have failed to secure access to the ancient ledger for purposes of further research.

<sup>107</sup> M. Gaster, *op. cit.*, p. 16.

<sup>108</sup> *Ibid.*, p. 32.

<sup>109</sup> *Trans. Jewish Hist. Soc.*, vol. viii. p. 99.

<sup>110</sup> Oldest burial register at the Bevis Marks Synagogue. (There are six identifiable plague-entries, but the western end of Carrera II. contains approximately fifteen unmarked graves, which are believed to contain plague-victims.)

<sup>111</sup> W. G. Bell, *The Great Fire of London*. (London, 1920.) See especially the index heading, "Foreigners, attacks upon" (p. 376), as well as chap. xi. pp. 196-209 and the list of authorities cited at the foot of these pages.

I think this is a new point which distinctly goes to prove how thoroughly familiar the Jewish colony had by this time become to the ordinary Londoner, and by inference that this could not have been a congregation which had only just emerged into the public view. These Sephardi Jews are the very people whose names one would expect to find among the many suspects whose deeds of alleged arson were investigated by the House of Commons. Very few of these Jews were English-born; many were of Spanish, Portuguese or Italian origin; the rest came from Holland, a country with which England was then at war; and, finally, some of them had been known in London only ten years previously as practising Papists. In spite of all this, however, no suspicion seems to have fallen on them, although the demented London populace went to absurd lengths while the Fire raged in looking for scapegoats.<sup>112</sup> Negative evidence is not generally very convincing, but I have devoted a good deal of research to this particular point, and it does seem to me that something can be learnt from the barrenness of the yield.

For the year 1667 the payments by the Churchwardens of St. Katherine Creechurch include a sum of 2s. 6d. in the following matter:

“Item paid for nursing of ye Child that was left at the Sinagogue Dore and for things when it was sick 2-6.”

During the succeeding years many similar incidents are recorded. The front doors of the Synagogue and of some of its members' houses in Bury Street (“Mr. Rodrogus his dore,” “Mr. Doportos dore,” and “Mr. Mirandos dore,” all in the same thoroughfare) seem to have been regarded as likely spots for depositing foundlings. The children were invariably christened with names reminiscent of these incidents, and I have had occasion to decipher many comical entries with regard to the infant welfare of little Jane Jewry, Master Jew Bury, Abraham Ben-Heber, Benjamin Sinogo, and other unfortunate parish waifs.

At this stage I should like to draw attention to Thomas Jefferys' “New and Exact Plan of the City of London . . . and the Additional New Buildings, Churches, &c.” (PLATE 9). It was indeed not published until

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<sup>112</sup> See *A True and Faithfull Account of the several Informations exhibited to the Honourable Committee appointed by the Parliament (London, 1667)*, and other contemporary pamphlets cited in W. G. Bell's work (pp. 364-9).

1735, but the map of the eastern portion of Aldgate Ward must certainly have been compiled over sixty years previously, since the Bevis Marks Synagogue—commenced in 1698—is still shown as Plough Yard, whilst the site of the Great Synagogue in Dukes Place—built over in 1722—also appears as a garden. In his gazetteer of places of interest Jefferys includes the “Jews Synagogue,” and on his map he illustrates the Creechurch Lane House of Prayer very prominently indeed. It will be noticed that the corner-house east of the Synagogue is not shown as part of the property. Bowles and Carver’s “New and Exact Plan”—probably published about three years later—reproduces these interesting features of Jefferys’ map. Both maps, I may remark incidentally, are very rare.<sup>113</sup>

As I have already stated, the Churchwardens’ Accounts for 1672 show that in September of that year Mr. William Core acquired a lease of Oliveira’s former house. He, too, paid a £20 premium (“Rec’d of Mr. Core for the fine of his lease”), and the conscientious churchwardens duly spent 2s. 4d. at the Crown Tavern “with Core about getting his money.”

In May 1674, at the request of the vestry, he agreed to surrender

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<sup>113</sup> Already in 1690 the “Jews Sinnagog” had figured in prominent lettering in a map of “London Westminster and Southwark by Robert Morden . . . and by Phil. Lea,” but the site indicated is some forty feet further west than the “corner house opposite against the Great Gate leading into Dukes Place.” As a result the Synagogue appears to front on the eastern side of an unnamed road running parallel with Creechurch Lane, which can be identified with Axe Alley, called to-day Sussex Place. The Synagogue is shown (as such) with equal prominence in many later maps; *inter alia* in those by Thos. Bowles (1731), Sutton Nicholls (1731 and 1739), and John Bowles (1736 and 1742). In all these the slightly erroneous location is persisted in; sometimes a rather more northerly site is indicated, so that the building seems to be at the corner of Axe Alley and Greyhound Alley. (The last-named lane can best be described as a westerly prolongation of the modern Mitre Street, connecting it with St. Mary Axe.) I am confident that the small divergences in these maps are due to cartographical errors and that there can be no suggestion of a second synagogue having stood within a few feet of the original one. Incidentally, I happened to notice when examining the original drawing of John Overton’s 1676 map of London—it is in the Crace Collection at the British Museum—that the whole of this Synagogue area had been erased and re-drawn; it seemed as if the artist had originally shown the Jews’ meeting-house, and then had changed his mind about it. The Bevis Marks Synagogue is illustrated on Bowen and Foster’s map of 1738, and the earlier synagogue is omitted.



The "Jews Synagogue" as one of London's Places of Interest  
(A composite picture from a Map which, although dated 1735, is patently based upon a 17th-century Survey)  
[See pp. 41-2]





his lease for £30 on being told that "the Parish hath an opportunity to lett his (Core's) house and the Synagogue house together to the Jews."<sup>114</sup>

Already in 1673 the parish had been "treating with the Jews about the Synagogue," and so on August 6, 1674, there occurred "the sealing of the Jews Lease," which was a lease for twenty-three years.<sup>115</sup> The Churchwardens' Account Book contains over a dozen entries relating to the transaction—chiefly from April to July 1674—and they are self-explanatory. It is amusing to note that the cost to the parish of the "refreshers" totalled well over £1 10s.

"April 26th	Spent in treating with Mr. Core . . .	= .01. =
1674.		
April 30	Spent in treating with Mr. Core . . .	= .01. 06
May 1	Spent in Cores business . . .	= .01. 06
May 4th	Spent in treating with the Jews . . .	= .06. 07
May 4th	Spent w <sup>th</sup> Major Williams Mr. Pope and Mr. Clarke <sup>116</sup> about the Jews businesse . . .	= .02. 00
May 11th	Spent with the Jews and Core . . .	= .01. 00
June 10th	Spent w <sup>th</sup> Mr. Lewes and Mr. Ashby about the Jews business . . .	= .01. =
June 26th	Paid to Mr. Core . . .	18. = =
June 29th	Paid Mr. Selseby and Mr. Booth for veiwing the Sinagogue. . .	= .05. =
July 1st	Spent in meeting about the Jews Lease. . .	= .05. 06
6th Aug.	Spent at the sealing the Jews Lease . . .	= .04. =
	Spent in receiving rent of the Jews . . .	= = .08
	Spent in receiving the Jews rent. . .	= .01. =
Received a yeares rent of the Sinagogue Due at Ladyday		
1675		55. 00. =
Received for a fine for the Lease of the Sinagogue . . .	100.	= = "

<sup>114</sup> Vestry Minute of May 3, 1674. See Appendix V. *d*, p. 114.

<sup>115</sup> Vestry Minute of February 2, 1697/8 (Appendix V. *d*, p. 115) shows that the lease expired at Midsummer 1698. A fresh lease for seven years was thereupon granted, the Jews having the option to end their tenancy at six months' notice after the first year of the term had elapsed. Only four years later the Jews were "summoned . . . to Quitt the Synagogue or to take a New Lease thereof" (Vestry minute of December 10, 1701. See p. 115). A fresh lease was arranged to run for twenty-one years, from Midsummer 1702 (Vestry Minute of January 21, 1701/2—see p. 116), and this is one of the deeds preserved to-day by the Bevis Marks Congregation.

<sup>116</sup> Williams was a prominent Churchman. Wm. Pope and Thos. Clarke were the two carpenters who carried out the extension of the Synagogue, and whose

I do not propose to devote much time to discussing the appearance of the building and the nature of the structural alterations that were carried out first in 1657 and then in 1674, as this is partly covered by Greenhalgh's long letter and by the other documents, but Mr. Castello's plans (PLATE 10) and our annotations to the "Carpenters' Agreement" show in detail what we believe to have taken place.<sup>117</sup> In 1657 the yard of the larger (or western) house must have been built over<sup>118</sup> to provide a staircase, landing, and the women's long room described by Greenhalgh. This would have added some 259 square feet of floor-area to the existing first floor—all partitions of which were doubtless removed—so that the total floor-area of the original Synagogue "up one pair of stayres" would have been 756 square feet. Mr. Castello finds that there was seating-accommodation for about eighty-five men and twenty-five women, and this agrees approximately enough with Greenhalgh's statement: "When I was in the Synagogue I counted about or above a hundred right Jews . . . they were all gentlemen (merchants)." Greenhalgh also writes that "I saw some of their wives," but he evidently had no opportunity of counting the ladies.<sup>119</sup>

The 1674 alterations were on a larger scale: the two houses were combined, and on the ground-floor the yard of the small corner-house was built over. On the first floor all partitions were removed, so that the Synagogue's main floor measured some 1104 square feet—an increase of about 350 square feet. A large portion of the second floor was completely cut away, and two ladies' galleries, measuring

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contract with the Jews has been preserved at Bevis Marks. Pope was a livery-man and lived in the Minories; he seems to have been in a fair way of business, since no fewer than nine apprentices were bound to him between 1655 and 1671. Clarke's business was first in Leadenhall Street and then in Gravel Lane, and he seems to have established himself many years later than Pope. (B. Marsh, *Records of the Worshipful Company of Carpenters*, vol. i. *Apprentices' Entry Books*, Oxford, 1913.)

<sup>117</sup> See Appendices I. and II. a, pp. 49 and 59.

<sup>118</sup> In the Bentham case (see Appendix V. g, p. 124), exactly one century later, it was pointed out in the Brief of Counsel for the Parish that the south wall of the larger house was not of that stout construction usually expected in outer walls, "so that it was astonishing that the same had not fallen down." It had evidently been raised on a garden-wall.

<sup>119</sup> See Appendix I., pp. 56 and 52.

40 feet in length and having double rows of seats, were provided on the north and south sides. There was also a gallery on the western side; this was not enclosed as were the women's galleries, but was provided "w<sup>th</sup> rails and bannisters leaneing heighth and not with pannells," and it is highly probable that it was used by male worshippers, as there was a staircase behind leading straight down into the Synagogue.<sup>120</sup> The interior of the building was panelled throughout, the galleries were supported by Doric columns and arches, and the ceiling under the gallery coved. The columns were carried up above the galleries, and there were arches from one capital to the other supporting the main ceiling of the Synagogue, which was also coved. The main entrance to the Synagogue must have been quite impressive: <sup>121</sup> there were double doors "Hansome and Workmanlike," with fanlights above them and posts outside them and a pair of benches in the street. The passage was "between six and seaven foote wide," and over the doorway was a penthouse having a pediment "ornamentall and workmanlike"—all in the best traditions of seventeenth-century architecture. On the south end of the passage there was a broad, easy-going staircase which led up to the body of the Synagogue on the first floor. The ladies' northern gallery had a separate entrance from the street, the front door of the corner-house having been appropriated for the purpose.<sup>122</sup> Unfortunately there was no Greenhalgh to describe to us minutely the seating-arrangements in the enlarged Synagogue,<sup>123</sup> but Mr. Castello, basing himself on the available floor-space and taking

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<sup>120</sup> I am indebted to Mr. Cecil Roth for the information that the synagogue at Carpentras, which he visited in 1921, has a similar arrangement. That building dates from 1741.

<sup>121</sup> "The best of the seven (*synagogues in Venice*) is not near so fine as that in London." This enthusiastic tribute was inserted in a 1699 English version of F. M. Misson's "*Nouveau Voyage d'Italie*" ("A New Voyage to Italy . . . Done out of French." Vol. i. p. 238). I have derived this information from Dr. Israel Abrahams.

<sup>122</sup> See M. Gaster, *op. cit.*, p. 7, for independent confirmation of this.

<sup>123</sup> It was visited in 1686 by Henry Newcome, M.A., but in his autobiography his only comment is, "We went to the Jews Synagogue. I could not have believed it, but I saw it, such a strange worship, so modish and foppish; and the people not much serious in it as it is." (I owe this reference to Mr. Henriques' book, *op. cit.*, p. 146 n.)

into consideration the customary arrangements,<sup>124</sup> assesses the accommodation as follows :

Men on the main floor . . . .	150.
„ in the western gallery . . . .	22.
Women in the northern gallery . . . .	42.
„ in the southern gallery . . . .	42.

This gives a total of 172 men and 84 women.

The estimated cost of the 1674 extension-scheme was £222—a big sum in those days—but in addition Dr. Gaster's history records<sup>125</sup> a number of payments to Jewish workmen—all of whom were German Jews—for work done to the Ark and for helping in the construction of the new reading-desk.

It will be appropriate at this stage to draw attention to “the most accurate Survey of the City of London made by John Ogilby & Wm. Morgan” in 1677.<sup>126</sup> As will be seen, this excellent map gives a first-rate plan of the Synagogue property, although it does not describe it as such. One highly interesting feature is that the yard of the small corner-house is plainly shown; it will be remembered that under the “Carpenters' Agreement” of 1674 this open space was to be built over as part of the scheme of Synagogue enlargement. (See PLATE 4 ii.)

The Churchwardens' Account Book contains many further entries affecting the Jews during the accounting period 1675 to 1690, but<sup>127</sup>

<sup>124</sup> The important Sephardi Synagogue of Amsterdam was also being built during 1674.

<sup>125</sup> M. Gaster, *op. cit.*, p. 52.

<sup>126</sup> A . . . map of the City of London, ichnographically describing all the streets . . . churches, halls and houses actually surveyed and delineated by John Ogilby 1677. Reprinted London, 1895. Edited by Charles Welch, F.S.A., for the London and Middlesex Archaeological Society.

<sup>127</sup> The “old style” of date is dropped from 1684 onwards. The Churchwardens' Account Book (MS. 1216) closes in 1691, but the Vestry Minute Book (MS. 1196) is continued until 1718. (Incidentally it contains many matters of Anglo-Jewish interest that are outside the scope of this paper.) The succeeding Churchwardens' Account Books are to-day missing, but the following reference to items for the period 1693 to 1706 has been found in an article on St. Katherine Creechurch in James P. Malcolm's *Londinium Redivivum* (1803), p. 313 :

“1693. The parish rented certain houses to the Jews for a synagogue. I have not been able to ascertain with certainty which were the precise buildings, but the rent was 60£ per annum. In the year 1704 the rent was but 40£. The taxes had been 11£ 10s. per year.

“1706. From an entry at this period we are led to suppose the Jews had removed; for it is written, ‘Recivd a years rent for the houses that were the old synagogue 40£.’”

I will only instance three. From 1681 to 1682 an old acquaintance figures as a recipient of the Parish's Bounty. It is Aaron Gabbay, who had been shown under "Ducks Place" on the informers' list of London Jewry drawn up in 1660.<sup>128</sup> Now he has become "Gaybay the Converted Jew," and the Creechurch Lane Sedaca (Charity Fund) is closed to him; and so St. Katherine's Vestry passes several resolutions and some twenty shillings are doled out to him in seven instalments.

In 1686 the pious congregants of St. Katherine Creechurch arranged with Bernard Schmidt, the famous organ-builder who had worked for Westminster Abbey and St. Paul's Cathedral,<sup>129</sup> to erect a new instrument in their gallery at a cost of £250. "Father Smith's" organ is in use to this day in the church, and I was gratified to find that nine Jewish parishioners—most of them prominent in the Synagogue—had given generous subscriptions to the original Organ Fund. This is the list :

" Received of Mr. Alphonso Rodriguze . . . .	02.	03.	0 .
" of Mr. Simon Rodriguze . . . .	02.	10.	0
" of Mr. Anthony Gomaseras . . . .	02.	03.	0
" of Mr. Isaac Valentia . . . .	001.	00.	0
" of Mr. James Gonsalis . . . .	001.	00.	0
" of Mr. Joseph Francia . . . .	001.	00.	0
" of Mr. Antonio Rodriguze . . . .	001.	00.	0
" of Mr. Joseph Heniricus . . . .	001.	00.	0
" of Mr. Anthony Robello . . . .	000.	05.	0 "
	£12	1	0

The closing subscription rather suggests that Mr. Anthony Robles—for the name occurs in its correct spelling in the 1688 accounts—was in his old age less affluent than his brother Jews. In 1656 he had been the hero of the important Robles Case tried by the Commissioners for the Admiralty and Navy; at that time he was certainly a merchant in a very large way of business, as appeared from the evidence of his factor and principal witness John (otherwise Samuel) Baptista Dunington.<sup>130</sup> Strange to relate, this personage also figures in the

<sup>128</sup> Brit. Mus. Add. MS. 29868, fol. 16, reproduced in *Trans. Jewish Hist. Soc.*, vol. v., facing p. 7.

<sup>129</sup> *Dict. of Nat. Biography*, article on "Bernard Smith, formerly Schmidt," vol. liii. pp. 18-20.

<sup>130</sup> *Trans. Jewish Hist. Soc.*, vol. i. Appendix II., pp. 77-86.

Churchwardens' Account Book, for he, too, was driven to seek the charity of the parish: in 1689, in 1690, and 1691 three payments of 2s., 3s., and 1s. are entered out as having been "given Samuell Baptista," "paid and gave to Samuell Baptista," and "paid and given to John Baptista."

I am afraid that the parish authorities required somewhat ungraciously the Jews' liberality in the matter of the Organ Fund, for from 1686 onwards they adopted the iniquitous practice of electing them as Churchwardens and Overseers and then fining them for their inability to serve. Mr. Lucien Wolf has discovered one instance of this sort in 1704 (at St. James', Dukes Place),<sup>131</sup> but St. Katherine's records furnish fifteen such cases between 1686 and 1689, and incidentally add to our knowledge of the personal history of the leading London Jews concerned.<sup>132</sup>

I have now related most of what I have to tell about the genesis of the ancient Synagogue which was the cradle of the fully grown Jewish community that to-day inhabits these islands. This free and tolerant country was among the very first to offer to our harassed kinsmen a safe retreat from the fires of the Inquisition and the tortures of the Question Chamber, and present-day Jews—particularly those who study their history-books—are unlikely to forget this. During the time I have spent in rescuing our first Anglo-Jewish congregation from the limbo of things forgotten, the ancient building and its founders have grown very real to me, and my only regret is that I lack the art to conjure up a worthy picture of those good gentlemen themselves and of their strivings—and so I have not attempted it.

<sup>131</sup> L. Wolf, "Jewish Emancipation in the City," in *Jewish Chronicle* of September 28, 1894.

<sup>132</sup> It is, of course, conceivable that the Jews themselves sought an opportunity of sharing the civic burdens of their Christian neighbours by "fining for" these offices, and that these payments were as much a freewill offering as their contributions to the church's organ fund. Their nerves had been severely shaken only a few months previously, when thirty-seven of their number were arrested under an old statute ("as they were following their occasions on the Royal Exchange") for non-attendance at church. Joseph Henriques was one of the three Synagogue Elders who thereupon petitioned King James II. for the staying of the proceedings. These were duly quashed (by Order in Council) on November 13, 1685, and Mr. Henriques may have wished to show his gratitude soon afterwards by helping St. Katherine's Organ Fund and by "fining for" the posts of overseer of the poor and of upper and lower churchwarden. See H. S. Q. Henriques, *op. cit.*, pp. 153-154.

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## APPENDICES.

## I.

FROM "ORIGINAL LETTERS ILLUSTRATIVE OF ENGLISH HISTORY," EDITED  
BY SIR HENRY ELLIS. SECOND SERIES, VOLUME 4, LETTER CCCIX,  
pp. 3 to 21. (London, 1827.)

*Mr. Jo. Greenhalgh to his friend, Mr. Thomas Crompton. A Visit to the  
Jewish Synagogue established in London.*(a)

MR. CROMPTON,—When any thing ever occurred in my reading any where concerning the manner of the Jews divine worship (though since the Destruction of their City and Temple) I have always thought it worth the seeing of a Christian; at least for once where it could be obtained. And amidst other fashions of Religions which my curiosity hath prompted me with a desire to see in this City, having been at the meetings and worship of Papists, of Anabaptists, of Quakers, of Fifth Monarchie men, and I considered and concluded with myself, that there must in reason need be some number of Jews in this City, though only merchants, and that consequently they must have some place of meeting together for their divine worship. Whereupon, as occasion offered me to converse with any that were likely to inform me, I inquired hereof, but could not of a long time hear or learn whether or where any such thing was. But lately having a desire to spend

(a) The "original" of this letter of 1662 is a copy made about half a century later by Dr. White Kennett (1660–1728), a historian of note who, after being vicar of St. Botolph, Aldgate (*circa* 1701), was raised to the See of Peterborough. Dr. Kennett also copied another letter from Greenhalgh to the Rev. Mr. Crompton, containing the description of a visit to Dunkirk in May 1662, and this was duly printed by Kennett in his detailed history of the Restoration, which leaves off at December 1662. ("Register and Chronicle, Ecclesiastical and Civil: containing Matters of Fact delivered in the words of the most Authentick Books, Papers and Records; digested in exact order of time. With papers, notes and references towards discovering the true History of England from the Restauration of King Charles II." by White Kennett, D.D., vol. i. p. 715, London, 1728.) The Dunkirk letter is of the 20th June, 1662, and is signed in full "John Greenhalgh." It contains a reference to "an old scholar of mine," which suggests that the writer had at one time been a schoolmaster; it makes it clear that Greenhalgh was, at the time of writing, a man of means. This letter is numbered 43 in vol. liv. of Bishop Kennett's Collection, Lansdowne MSS. (Brit. Mus.) 988, fol. 199 to 206. The letter about the Synagogue is No. 35 in the same volume, fol. 175 to 180.

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some of my time here in learning the Hebrew tongue, and inquiring of some one that professed to teach it, I lighted upon a learned Jew with a mighty bush beard, a great Rabbi as I found him afterward to be, with whom after once or twice being together, I fell into conference and acquaintance; for he could speak Latin, and some little broken English, having as he told me been two years in London. He said he was an Hebrew of the Hebrews of the Tribe of Levi, and his name (I had liked to have said his Christian name) Samuel Levi. He told me his own mother is yet living, and dwelleth at this present in the City of Jerusalem, from whence he had received ten several Letters within these two years. For it is a custom amongst them, that those who are of able estate, though born and have lived in other countries, yet when they grow old they transport themselves thither to end their days, and lay their bones there in the Holy place as he called it. He said he was brought up, and was a student eleven years, in the Jews College in Cracovia the chief City of Poland, where the Jews have an University, and that he had newly written over the Five Books of Moses with his own hand in Hebrew, without points, in rolls of parchment, for the use of a Synagogue: and that himself had formerly been Priest to a Synagogue of his own nation in Poland.<sup>(b)</sup> A very modest man, and once with much ado I got him to accept of an invitation to take part of a dinner with me: at which time he told me that he had special relation as Scribe and Rabbi to a private Synagogue of his nation in London, and that if I had a desire to see their manner of worship, though they did scarce admit of any, their Synagogue being strictly kept with three doors one beyond another, yet he would give me such a ticket, as, upon sight thereof, their porter would let me in upon their next Sabbath Day in the morning being Saturday. I made show as though I were indifferent, but inwardly hugged the good hap.

When Saturday came, I rose very early, the place being far from my lodging; and in a private corner of the City, with much ado, following my directions, I found it at the point of nine o'clock, and was let come in at the first door, but there being no Englishman but myself, and my Rabbi not

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(b) I identify Samuel Levi with "Sin Leuey," who in the 1st Informers List of the 1660 London Jewry is shewn as lodging "at Mr. Linger a plumer" in Creechurch Lane (*Trans. Jew. Hist. Soc.*, vol. v. p. 6). This seems to have been a recognised home for unattached Jews who were recent arrivals (*cf.* Appendix VI., p. 128). Samuel Levi had evidently been serving the Creechurch Lane Synagogue as "Sopher" or Scribe, but it would appear that subsequently circumstances compelled him to assume a humbler post. The Burial Register of the oldest London Sephardi cemetery contains a 1701 entry ("6<sup>ta</sup> Carera Samuel Levy Samas 12 Adar 5461"), which shews that, despite his superior qualifications, he became the Beadle of the Congregation. According to Mr. Lucien Wolf (*Jewish Chronicle*, July 31 and August 7, 1903) he was a younger brother of Benjamin Levy, the Secretary of the Congregation.

being there then (for they were but just beginning service) I was at first a little abashed to venture alone amongst all them Jews ; but my innate curiosity to see things strange spurring me on, made me confident even to impudence. I rubbed my forehead, opened the inmost door, and taking off my hat (as instructed) I went in and sate me down amongst them ; but Lord (Thoma frater) what a strange, uncouth, foreign, and to me barbarous sight was there, I could have wished Thoma that you had then sate next me, for I saw no living soul, but all covered, hooded, guized, veiled Jews, and my own plain bare self amongst them. The sight would have frightened a novice, and made him to have run out again.

Every man had a large white vest, covering, or veil cast over the high crown of his hat, which from thence hung down on all sides, covering the whole hat, the shoulders, arms, sides, and back to the girdle place, nothing to be seen but a little of the face ; this, my Rabbi told me, was their ancient garb, used in divine worship in their Synagogues in Jerusalem and in all the Holy Land before the destruction of their City : and though to me at first, it made altogether a strange and barbarous show, yet me thought it had in its kind, I know not how, a face and aspect of venerable antiquity. Their veils were all pure white, made of taffeta or silk, though some few were of a stuff coarser than silk ; the veil at each of its four corners had a broad badge ; some had red badges, some green, some blue, some wrought with gold or silver, which my Rabbi told me were to distinguish the tribes of which each was common.

I was a curious and critical spectator of all things there, and when I came to my Chamber in the afternoon I wrote down the particulars in my notebook, while fresh in memory.

Their Synagogue is like a Chapel, high built ; for after the first door they go up stairs into it, and the floor is boarded ; the seats are not as ours, but two long running seats on either side, as in a school : at the west end of it there is a seat as high as a pulpit, but made deskwise, wherein the two members of the Synagogue did sit veiled, as were all both priest and people. The chief Ruler was a very rich merchant, a big, black, fierce, and stern man to whom I perceive they stand in as reverential an awe as boys to a master ; for when any left singing upon their books and talked, or that some were out of tune, he did call aloud with a barbarous thundering voice, and knocked upon the high desk with his fist, that all sounded again(c). Straight before them, at some distance but on a seat much lower, sate the Priest. Two yards before him, on midst of the floor, stood that whereon the Service and Law were read, being like to an high short table, with steps to it on one side as

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(c) This impressive "Parnas Presidente" was probably David Abarbanel (*alias* Manuel Martinez Dormido), a brother-in-law of Menasseh ben Israel, who had been living in London openly as a Jew since September 1654 (*Trans. Jew. Hist. Soc.*, vol. iii. pp. 88-93). He signed a petition of 1664 to Charles II. as senior representative of the London Jews (*M. Gaster, op. cit.*, pp. 3-5).

an altar, covered with a green carpet, and upon that another shorter one of blue silk ; two brass candlesticks standing at either end of it ; before that on the floor were three low seats whereon some boys sat, their sons, richly veiled, as gentle comely youths as one should see ; who had each his Service Book in hand, in Hebrew without points, and were as ready and nimble in it, and all their postures as the men.

There was brought in a pretty Boy at four years old, a child of some chief Jew, in rich coats, with black feathers in his hat, the priest himself arose and put a veil over the child's hat of pure white silk, fastening it under the hat band that he should not shake it off, and set him upon a seat among the boys ; but he soon leaped off, and ran with his veil dangling up and down ; once he came and looked at me, wondering perhaps that I had no veil ; at length he got the inner door open and went to his mother ; for they do not suffer the Women to come into the same room or into the sight of the men : but on the one side of the Synagogue there is a low, long and narrow latticed window, through which the women sitting in the next room, do hear ; as the boy opened it, I saw some of their wives in their rich silks bedaubed with broad gold lace, with muffs in one hand and books in the other.(d)

At the east end of the Synagogue standeth a closet like a very high cupboard, which they call the Ark, covered below with one large hanging of blue silk ; its upper half covered with several drawing curtains of blue silk ; in it are the Books of the Law kept. Before it, upon the floor, stand two mighty brass candlesticks, with lighted tapers in them ; from the roof, above the hangings, two great lamps of christal glass, holding each about a pottle filled up to the brim with purest oil, set within a case of four little brass pillars gilded. In the wall at either end of the Synagogue are very many draw boxes, with rings at them like those in a Grocer's Shop ; and in it (as I came sooner in the morning than many or most of them) I saw that each Jew at his first entrance into the place did first bow down towards the Ark wherein the Law was kept, but with his hat on, which they never do put off in this place ; but a stranger must ; for after a good while two Englishmen were brought in, at which I was glad, being alone before, and they were bareheaded until they were set down amongst them, which then put on their hats. The one I knew to be a citizen and shopkeeper.(e) At last I saw my Rabbi come in. Each Jew after he had bowed went straight to his box, took a little key out of his pocket, unlocked it, took out his veil and books, then threw his veil over his hat and fitted it on all sides, and so went to his place, and fell a tuning it upon his Hebrew Service Book as hard and loud

(d) Greenhalgh appears to have occupied a second row seat immediately to the right of the entrance doorway. (See PLATE 10.)

(e) This description would fit Bellamy, the Seething-Lane-wine cooper, who had belonged to Carvajal's following, and is known to have been a proselyte to Judaism. (*Trans. Jew. Hist. Soc.*, vol. v. pp. 6 and 9.)

as he could ; for all is sung with a mighty noise from first to last, both of priest and people ; saying some prayers ; and all was done in the right true Hebrew tongue, as my Rabbi affirmed to me afterwards ; which, to this end, they do industriously teach all their children from their infancy, having their schoolmistress on purpose, especially their Service books, which they have at their fingers' end. There was none but had a book open in his hand, about the bigness of our hand Bibles. I looked upon several of their books as they sate by me and before me, yea I could plainly see both lines and letters in the Priest's book wherein he read, I sate so nigh him (*f*), and all were the true Hebrew letters, but in all the books without any points. The Priest's son, a comely youth standing at the Table or Altar alone(*g*), sung all the former part of the service which was a full hour long, all the rest singing with him, with a great and barbarous noise ; this consisted mostly of the Psalms of David, with some prayers intermixed, which they sung standing up looking East, and with a lower noise and in tune not unlike to that when the reading Psalms are sung in our quires ; but their reading Psalms they sung much like as we do sing ballads ; and I observed that when mention was made of the Edomites, Philistines, or any enemies of David, or Israel's, they stamped strongly with their feet, that all the Synagogue sounded again. There were two or three composed Hymns, which they, all standing up and looking toward Jerusalem, sang very melodiously. After this former part of the Service finished, the Priest's son officiating hitherto, which was about an hour, there was deep silence for a pretty while ; then the Priest arose and some of the chief Jews with him, and they went with a grave, slow pace, up the Synagogue, to fetch the Law of Moses, and when they came to the Ark wherein it was kept, the priest drew the curtain, and opening the double door of it(*h*), the Law appeared, then the whole assembly stood up and bowed down just toward it, and the priest and those chief ones with him, stood singing a song to it a little while. The Law was written in two great rolls of very broad parchment (as my Rabbi told me afterwards, and he told me the meaning of each thing that I desired, to which you must impute all that I here interpret). The roll contained the Book of Genesis and was much lesser ; the other being three times as big, contained the other four Books of Moses. This roll was as thick as a pretty round pillar. Either roll had two fine staves of black wood, one fastened to either end of it, whereon it was rolled up, the staves meeting in the middle ; and the roll was swaddled about with a fine blue scarf, and over it was put a covering or case of blue silk fringed

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(*f*) I deduce that, on being joined by Samuel Levi, Greenhalgh moved to a front row seat immediately to the left of the entrance doorway. (See PLATE 10.)

(*g*) The minister was, of course, Moses Israel Athias, but nothing is known of any son of his.

(*h*) This differs from what is usual in Sephardi Synagogues, where the curtain of the Ark hangs inside the doors of the Ark.

at the bottom ; and in the top of the over roll was stuck like a fine tree of silver, hung full of silver bells, which my Rabbi told me they called the Bells of Aaron, and in the top of the other roll was stuck a rod, having artificial flowers upon it, in remembrance of Aaron's Rod that budded(i). The priest took forth the two rolls of the Ark and delivered them to two of those with him, who taking the bottom of the staves in their hand, carried them straight upon high, rearing them to their shoulder (j) ; so they came back in a solemn procession, bringing the Law with singing (those only sang who brought it) melodiously one of the Songs of Sion. "The Law shall forth out of Sion come," &c. And as the Law thus passed along by them the people bowed towards it, and such as could reach took up the fringe of its costly covering in their hands and kissed it. When they had brought it to the altar, four or five were busied in uncovering and unswaddling the roll. The priest's son took in his hand the Silver Bells of Aaron and the budded Rod, and came and sate down next of all to me, thrusting his side so close to mine that part of his veil lay upon mine arm, he holding the Bells and Rod all the while close by my nose : then the priest opened and spread the Law about a yard wide, and lifted it up a full yard above his head, turning himself, and showing it East, West, North and South. The Jews meanwhile bowing down towards it with great reverence. The parchment of it was full yard broad, the ground

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(i) Although it may appear at first reading that two Scrolls of the Law are here being described, I consider that Greenhalgh is writing about a single Sepher. Its two rollers he apparently regards as four staves, *i.e.* he regards the projecting handle of a roller as one staff and the projecting upper end of the same roller as a second staff, and he explains that they meet in the middle. The binder ("a fine blue scarf") and the mantle ("a covering or case of blue silk") are both referred to in the singular, whilst he usually employs "it" as a pronoun for "the two rolls of the Law." The crowns or Rimmonim were evidently of odd patterns, and not twin ornaments as is usual. The "over roll," or the "thick" roll, which was of course the right-hand roller, had on its upper end the ornament which Greenhalgh describes as "the bells of Aaron"; the other "roll," which "was much lesser," received a similar ornament, which he calls a "budded rod." If the Service was being held during December, then the left-hand portion of the Sepher would have contained the Book of Genesis, as stated by Greenhalgh. As will appear, however, his visit to the Creechchurch Lane Synagogue probably occurred in March, at which time of year the left-hand portion of the Sepher would have contained Genesis and Exodus, and the right-hand portion not "the other four Books of Moses," but only three. No breastplate is mentioned by Greenhalgh in his description of the appurtenances of the Sepher ; and its omission accords with occasional Sephardi practice.

(j) As would be done to-day, the officiant handed the Sepher to two gentlemen, the bearer ("que portara") and the escort ("que acompañara"); "together they brought it to the reading desk," but presumably only one carried it. At all events Greenhalgh uses "hand" and "shoulder" in the singular.

yellow, the letters pure black and all without points. I sate within two yards of the Altar. Then the priest laid the Law upon the altar and took in his hand a small silver cane or quill, with the sharp end thereof pointing at the lines of the Law as he read, for the greater reverence ; it was half a yard long. Then there arose one out of the assembly and came unto the priest, making low reverence : when the priest asked aloud whether he desired to hear the Law read, who saying " yes " the priest bade him pray then, and he looked upon his Hebrew Service Book which he had in his hand, and read over a short prayer very fast ; then the priest read a few lines of the Law with a loud voice in a thundering barbarous tone, as fast as his tongue could run, for a form only ; then asked the man whether he had heard the Law, who saying " yes " he bade him give thanks then, and he read a short prayer out of his book as before : so, bowing himself to the Law and the Priest, he went to his place, and another came, and did in like manner until five or six had thus heard the Law read to them ; which they count a special piece of honour to them. After that, five or six were busied in wrapping up, swaddling and veiling the two rolls of the Law again, whereon they put their Bells and budded Rod again, and carried back with solemn procession as before, and the priest placed it in the Ark ; and they stood singing to it awhile. Afterwards the priest alone, at the Altar, read very many short prayers, to which they all standing up said " Amen " using this same word.

Then a comely youth standing in the midst of the Synagogue, and looking towards the Law, sung alone a long Anthem, and after this there was long Supplication, which was the most solemn part of all their service ; which they all spake together standing (for they never kneel), with their faces East, often bowing down altogether ; it being partly a complaint of the long desolation of their City and Temple, partly a prayer for the coming of Messiah and their Restoration (thank my Rabbi for the interpretation). ' Sion is become a ploughed field, and Jerusalem made an heap of stones, thy servants think upon her stones and it grieveth them to see her in the dust ; our ancient and our beautiful House, where our fathers served thee, lieth waste ; then gather us o Lord from amongst the Heathen ; remember Abraham, Isaac, and Jacob ; remember thy promises made unto our fathers, in our time, in our time, O Lord,' &c.

I confess that looking earnestly upon them in this, and thoughts coming into my mind of the Wonders which God wrought for their fathers in Egypt, and who heard the Voice of God speak to them out of the midst of the fire on Sinai, and seed of Abraham the friend of God, I was strangely, uncouthly, unaccustomedly moved, and deeply affected ; tears stood in my eyes the while, to see those banished Sons of Israel standing in their ancient garb (veiled) but in a strange land, solemnly and carefully looking East toward their own Country, confessing their sins and the sins of their forefathers, humbling themselves and bowing down together (as often they did in their

Supplication) before the God of their Fathers, who doubtless will hear them or their posterity better than they desire, will open their eyes and let them see that the true Messiah came long since, even he whom their fathers pierced, and they shall mourn over him and be brought unto him, and to their own land. After this, for a conclusion of all, the Priest read certain select promises of their restoration, at which they showed great rejoicing, by strutting up, so that some of their veils flew about like morris dancers, only they wanted bells. This forenoon service continued about three hours, from nine to twelve; which being ended, they all put off their veils, and each man wrapping his veil up, went and put it and his Hebrew Service Book into his box, and locking it departed.

My Rabbi invited me afterwards to come and see the feast of Purim (*k*), which they kept he said for the deliverance from Haman's Conspiracy, mentioned in the Book of Esther; in which they use great knocking and stamping when Haman is named. Also he desired me to come and see them at the Passover, which they did ten days before our Easter, and he had got me to the door of the place (*l*), but I felt such a reluctancy in me, as that having in part satisfied my Curiosity by seeing their manner of Service once, my heart would in no wise give me to go again amongst those Unbelievers, in that place where my Lord and Saviour Jesus Christ, in whom is all my hope and trust for ever, was not owned. So I came away back again without seeing it; though afterwards I understood that several had been there to see them eat it, who brought away some of their unleavened bread with them, and showed to some who told me, one year in Oliver's time, they did build booths on the other side of Thames, and kept the Feast of Tabernacles in them, as some told me who saw them; but since the King's coming in, they are very close, nor do admit any to see them but very privately.

When I was in the Synagogue I counted about or above a hundred right Jews, one proselite amongst them, they were all gentlemen (merchants) I saw not one mechanic person of them; most of them rich in apparel, divers with jewels glittering [for they are the richest jewellers of any (*m*)] they are all generally black so as they may be distinguished from Spaniards or native Greeks, for the Jews hair hath a deeper tincture of a more perfect raven

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(*k*) Greenhalgh's visit evidently occurred during March, 1662, and shortly before the Feast of Purim. In that year the Sabbath before Purim fell on the 12th March.

(*l*) This Passover service was presumably held at Lingar's lodging house (at the corner of Creechurch Lane and Leadenhall Street), which, as suggested in footnote (*b*), served in a sense as a Jewish hostel.

(*m*) Samuel Da Veiga and Isaac Alvarez (Israel) Nunez, two prominent members of the Creechurch Lane Synagogue, were London jewellers of the first importance (*Trans. Jew. Hist. Soc.*, vol. v. pp. 7-19 and 23, and *The Environs of London*, by the Rev. D. Lysons, vol. ii. pt. 2, p. 715. London, 1796-1800).



black, they have a quick piercing eye, and look as if of strong intellectuals ; several of them are comely, gallant, proper gentlemen. I knew many of them when I saw them daily upon the Exchange<sup>(n)</sup> and the Priest there too, who also is a merchant<sup>(o)</sup>. It were tedious to relate the several disputes I had with my Rabbi at our being together, and his strange rabbinical and indeed irrational reasonings against Christ. In a word the curse is upon them to the uttermost ; and they have a grosser veil over the eye of the soul, than that which covers their heads ; they are so firmly possessed with an invincible prejudice against the Cross of Christ, and so doat upon their imaginary Messiah to come a temporal King that shall conquer all the princes of the earth, and make their nation Lords of all the World, that an argument from the strongest, clearest and most convincing reasons that can be brought for Christ, is but an arrow shot against a wall of brass. Bene vale mi Thomâ et ora tu pro Judæis, et pro miserrimo peccatore omnium Christianorum. Ille tuus olim fraterrimus et in perpetuum frater ubicunque terrarum,

JO. GREENHALGH.

London, April 22<sup>d</sup>, 1662.

*Quod ad Judæos.*

Cœpit ab his, delata ad nos, referetur ad illos

Nostra fides, et erunt sub Mundi fine fideles.

For my worthy friend Mr. Thomas

Crompton, Minister of Astley Chappel.

These.

(<sup>n</sup>) Greenhalgh's Dunkirk letter (see footnote (<sup>a</sup>), p. 49) contains the following confirmatory statement: "In the beginning of May I took a resolution to look abroad beyond Sea. I had been for a month before almost daily upon ye Exchange amongst the Merchants."

(<sup>o</sup>) Moses Athias was cousin to Carvajal, and, as has been suggested, was doubtless employed in his business. For glimpses of Athias' commercial activities, see *Trans. Jew. Hist. Soc.*, vol. i. pp. 55, 56 and 59, and vol. viii. p. 99, also a scurrilous anonymous pamphlet of 1660 entitled *The Great Trappaner of England*. Prior to coming to London in August 1656 (or thereabouts) Athias had served the Portuguese Jews of Hamburg for four years as assistant synagogue-reader and as Hebrew-teacher in the "Talmud Torah" (religious school). These facts are recorded in the Minute Book of that congregation for the years 1652-1657 [on pp. 6 and 70], and they are quoted in Dr. M. Grunwald's *Portugiesengräber auf deutscher Erde*, pp. 97 and 120 (footnotes 11 and 1) [Hamburg, 1902]. Athias occupied the Hamburg post from the 10th of Elul 5412 until some date in Elul 5416, when his successor's appointment was recorded, as he himself was on the point of leaving for London.

## II.

### FROM DOCUMENTS IN THE ARCHIVES OF THE BEVIS MARKS SYNAGOGUE.

*Schedule of Deeds (relating to an earlier Synagogue Building in Creechurch Lane) in the Archives of the Spanish and Portuguese Jews' Synagogue in Bevis Marks, E.C. 3. The texts of the two deeds marked with an asterisk (\*) (or portions thereof) are given in the Appendices immediately following (II. a. and II. b.).*

Date.	Nature of Deed.	Parties.	Consideration.
A* 18th May 1674.	Agreement "for the enlarging and altering of their Synagogue and of another messuage . . . thereunto adjoining. . . ." ("The Carpenters' Agreement.")	Between Abraham Do Porto (on behalf of Isaac Alvares & Ant. Gomes Serra the Jewish Synagogue.) and Wm. Pope & Thomas Clark "Citizens and Carpenters of London."	A Payment of £55 10 0 on signing & thereafter £166 10 0 in three instalments.  Total . £222 0 0
B 30th July 1702.	Short lease to tenants (21 years).  (See extracts printed in the body of this paper, pp. 4 and 5.)	The Churchwardens of St. Katherine Creechurch (Edward Woodcock & John Dubois) and the Surviving Trustees (Thos. Gardiner, John Lingard, Humphrey Cock, Thomas East, Robert Wooley & Philip Brewster) to  Sir Solomon de Medina, Knight, Alvaro de Fonseca, Isaac Telles da Costa, David Penso & Rowland Gideon.	£40 annual rent.
C* 20th July 1703.	Sub-lease to tenant (12 years with a 5-year breaking clause).	The Elders of the Jewish Synagogue Joseph de Castro, Jacob Gonsales, Pantaleao Rodrigues Mogadour, Phillip Mendez da Costa, Jacob Gabay to Jacob Mendez.	£40 annual rent.

II. *a.*

FROM DOCUMENTS IN THE ARCHIVES OF THE BEVIS MARKS SYNAGOGUE.

## "THE CARPENTERS AGREEMENT."

*Endorsement.*

Articles of Agreement int. Mr. Wm. Pope  
 & Mr. Thos. Clarke  
 & Mr. Abraham do Porto Isaac Alvares  
 & Ant. Gomes serra 1674  
 B. No. 1 for Mr. Do Porto.

ARTICLES of Agreement Indented made concluded and agreed upon the eighteenth day of May Anno Dm' 1674: And in the Six and Twentieth yeare of the reign of our Sovereigne Lord Charles the Second by the grace of God King of England Scotland and ffrence and Ireland Defender of the ffaith &c. BETWEENE Abraham do Porto Isaac Alvares and Antonio Gomes Serra on behalf of the Congregación of the Jewish Synagogue of the one part; and William Pope and Thomas Clark Cittizens and Carpenters of London of the other part; as followeth (that is to say). IMPRIMIS The said William Pope and Thomas Clarke for and in consideraçon of the sume of fifty and five pounds and Tenn Shillings of Lawfull money of England to them in hand paid at and before th' ensealing and delivery of theis prsts by the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra the receipt whereof they doe by theis prsts acknowledge and in Consideraçon of the further sume of One Hundred Sixty Six pounds and Tenn Shillings of like money agreed to be paid to them the said William Pope and Thomas Clarke by the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra on the behalfe of the said Congregaçon of the Jewish Synogogue for the Inlarging and altering of their Synagogue and of another Messuage or Tenement thereunto adjoynding late in the occupaçon of William Core Bricklayer situate and being in Creechurch Lane in the parish of St. Katherine Creechurch in London in such manner and forme as hereafter in theis prsts is mençoned and expressed have concluded and agreed and by theis prsts doe for themselves their executors administrators and assignes Covenant promise grant—article and agree to and with the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra their executors administrators and assignes and every of them by theis prsts in manner and forme following (that is to say) that they the said William Pope and Thomas Clarke their exor<sup>s</sup> adm<sup>s</sup> or assignes Shall and will below stayres alter and Change the doreway of the said Sinogogue and place the second windowe where the now doore Standing And shall and will provide and make a doreway and place

and make a dore Case and doore where the Second Window now standeth Hansome and Workmanlike which said doore way shall be fflower foote and two inches wide within the Doore Posts and shall make Lights over the said Doore and shall and will make and sett op benches and posts without the said Doore and Shall and will take away the now balléony belonging to the said Sinogogue and Messuage thereonto adjoynnding the whole length but not the whole breadth but Shall and will alsoe saw of all the Madellones about halfe a foote from the wall and make a pent house with a Noseing Corinth and shall and will make a pediment ornamentall and workmanlike over the doore aforesaid and shall and will cover the said pedimt: with boards and will remove the Two partiéons more westward that there may be a passage between six and seaven foote wide and on the South end shall and will make one paire of stayres that shall be fower foote and fower inches wide going up into the Sinogogue the heighth of the Stepps whereof not to be above six Inches and an halfe and the breadth thereof Eleaven inches and not lesse and shall and will remove and pull down the Westend Chimney and place the same towards the North (*a*) to do as little damage as may be and shall and will bring up within the Sinagogue (*b*) the funille of the now Chimneys thereof Eastward and will warde after that the yarde pulled downe and placed there being but two intended to be built there (*c*) AND shall and will alsoe op one paire of stayres take away all the partiéons there and Shall and will there enlarge that floore Estward where the Chimney now stands and the now Staire Case and Shall and will Inlarge the Sinogogue more Southward and where now the brickwall and the Staires are and alsoe Southwestward where the chimneys now stand and shall and will make way for a funell of a Chimney to be brought up Northwestward in the Corner soe that it may doe as little damage to the passage or gallery or sinogogue as may be with a Conveniency to Carry Smoake And Shall and will alsoe demolish and take downe the Chimneys at the North East Corner and Shall and will erect and build up the funnells there (the one belonging to the Lower roome and the other) more Eastward and Shall and will also take up all the boards of the said floore up one paire of Stayres and furre it Straite and lay it with good Deales and lay the Said Floore w<sup>th</sup> Straite Joynts and Shall and will

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(*a*) "The Westend" chimney is elsewhere referred to as being in the S.W., whilst "the North" is also described as the N.W.

(*b*) The meaning becomes clear if "Eastward" is read immediately after "Sinagogue."

(*c*) This somewhat obscure sentence has been paraphrased as follows: and will see to it that the yard is cleared of all temporary structures (*i.e.* "pulled down") so that the new chimney stack may be placed there, "there being but two [funnels] intended to be built there"

board the walls of the said room quite rounde w<sup>th</sup> wainscott pannells which said wainscott shall be two yards highe out of which sd two yards of the wainscott benches shall be made on the foreside And shall and will also Cut the part of the third floore and leave soe much of it that there may remaine about tenn foote at the west and on the Northside five foote and an halfe little more or lesse and Shall and will take away the stairecase that now is and leave or make a gallery all the length of it within the wall about forty and Eight foote and shall and will make a Stayre Case at the end of the said Gallery on the west Corner soe that they may ascend from the Intended Sinogogue to one intended gallery to be made on the west end with a passage there behinde to serve the Said gallery Northward and Southward the length of the building w<sup>th</sup> an addiçon of tenn foote or thereabouts and the said staire case forh Land alsoe to and upon a Gallery that shall be made on the South side of the Sinogogue with an Enlargemt:(*d*) which shall containe in length forty and eight foote of assize little more or lesse and Shall and will new floore the said Galleryes and furre them up to a Straite and Shall and will inclose the said Gallery w<sup>th</sup> Deale made into pannells Standing height but the Tenn foote Gallery at the West end shall make w<sup>th</sup> rails and bannisters leaneing heighth and not with pannells and shall and will make seates or benches in the said galleryes of whole deale two rowes on each side where they may be had soe as that the pillers may stand to support the p'misses and chequer by the other pt.(*e*) and Shall and will erect and provide soe many pillers as shall be thought convenient by the said William Pope and Thomas Clarke in workmanlike manner to support the intended Galleryes and shall and will make the pillers of the Doricke order for the first(*f*) and for one story above Staires and shall and will cove from those Capitalls from one Capitall to another of them onder the galleryes and from theme to the wall and from the aforesaid capitalls to a Corinth on the Nose or Front of the galleryes soe as that the Coveing may answere to both and shall and will make the Coveing of the Ceeling from the head of those Capitalls above the Galleryes and over the now windowes for that the Lamps and other Ornaments of the Said Sinogogue may be there Conveniently fixed and fastned AND Shall and will rabbit all the Door Cases and make five doores with wainscott stronge and workmanlike whereof the Outer doore shall be a paire of Doores And shall and will alsoe take away the stones in the now kitchin and yard and shall and will lay the said Kitchin and yard with good Oaken Joysts and yellow whole deales And that they the said William Pope and Thomas Clarke Shall and will at their like Costs and Charges demolish and pull down or Cause

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(*d*) The kitchen yard of the small corner house was being built over, and this, no doubt, explains the "enlargement" of its first floor.

(*e*) The precise significance of these five words is not apparent.

(*f*) *I.e.* the ground floor.

to be demolished the Chimneys at the now East and West end of the said Sinogogue and Shall and will erect build and set up or Cause to be erected built or set up in Stead of the Chimneys that now are one Chimney at the Northwest Corner of the said Sinogogue and two chimneys at the Eastend under the Sinogogue below Stayres And shall and will demolish and pull downe or Cause to be demolished or pulled downe the Wall on the South Side of the Said Yard which is now about tenn foote long and shall bring up a wall there two bricks length in thicknes the foundacons of which said wall shall be three bricks length in thicknesse (*g*) rack back to two bricks length in thicknes And upon the First Story on that Wall shall make and Lay a Wall of a brick and an halfe thicke up two storyes higher then the aforesaid Wall and shall Finde and provide tyles and laths and nailes and Workmanship for the tyleing of the roofe w<sup>ch</sup>: Shall be over the aforesaid Yard and Shall Fill up the now Wall under the Breastminor (*h*) from the first story to the second story on the East side of the now Stayre Case and Shall and will Cutt out more roome where the second window now standeth in the front for a Dore Case and make way to place the Second window where the now Doore Case Standeth and Shall and will make a way for the now balcony doorcase on the North Side of the Said Sinogogue for to place and set the said doore case on the East and for to goe into the East balcony where the window now standeth (*sic*) and Shall and will make good the brickwork where the now balcony doore Case standeth soe that the window which standeth Eastward may be placed where the now balcony doorcase standeth And shall and will pay finde and provide for all the Chimneys such materials for the foote paces and harths as now theare laid w<sup>th</sup>: and Shall and will make the way on the South Side below stayres lesse than now it is and cutt away and demolish the wall where the stayres are intended to be built and Shall and will make one Oven below Stayres and Convey the Smoake out of the said Oven into the Chimney there as shall be thought fitt and that they the said Will. Pope and Thomas Clarke shall and will at their own Costs and Charges Cleare and Cause to be Carryed away all such rubbish dirt and soyle as shall be made (upon the said p'misses) by reason of the worke aforesaid AND further that they the said William Pope and Thomas Clarke their exors. admrs. and assignes shall and will finde and provide all bricks timbers deale and nailes which shall be needfull to be spent and used in and about the altering and Inlargeing of the Said Sinogogue as aforesaid and shall and will satisfye content and pay all Carpenters bricklayers and Turners Laborers that shall be set on work in and about the alteraçon building and worke aforesaid for their workemanshipp and labour in and about the same and

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(*g*) For clearness, insert "set" between "thicknesse" and "rack."

(*h*) This reference to a bressemer is not very clear.

thereof and of all Accóns Suites Costs Charges and demandes whatsoever Concerning the same shall freely acquite and discharge the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra and every of them And that they the said William Pope and Thomas Clarke their exors. admrs. and assignes or some of them shall and will doe compleate and finish all and singular the alteraçons work and buildings by theis prsts. agreed betweene as aforesaid in all things according to the true intention and meaning of theis prsts. within the space of two months next after that the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra or any of them shall deliiv. possession of the said Sinogogue and the house thereunto adjoyneing unto them the said William Pope and Thomas Clarke if they shall not be hindered by the plaisterer soe as possession shall not be deliided nor the said William Pope or Thomas Clarke to be required to work at the Sinogogue before or untill the Eighth day of June next ensueing the date hereof And that they the said William Pope and Thomas Clarke nor any their servants workmen laborers or assignes shall or will doe any of the worke aforesaid at the p'mises aforesaid upon any Saturday AND the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra for themselves and any of them their and any of their exors. and admrs. joyntly and severally doth and do Covent. promise grant article and agree to and with the said William Pope and Thomas Clarke their exors. admrs. and assignes by theis prsts. in manner and forme following (that is to say) that they the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra in consideraçon of the said William Pope and Thomas Clarke their enlargeing doing performeing Compleateing and Finishing of the Sinogogue and worke aforesaid and all carpenters bricklayers and turners worke and Workmanshipp onely as aforesaid according to the true intent and meaning of theis prsts shall and will well and truly pay or Cause to be paid unto the said William Pope and Thomas Clarke their exors. admrs. or assignes the sume of one hundred sixty six pounds and tenn shillings in manner and forme following (that is to say) When and soe soone as the way shall be made for the Chimneys and the floore shall be boarded fifty five pounds and tenn shillings thereof And when and soe soon as the partiçons shall be removed and all the stayres shall be made and set up fifty five pounds and tenn shillings more thereof and soe soone as the coveing worke shall be done and all the Galleryes shall be set up and finished fifty two pounds and tenn shillings more resid and in full payment of the said sume of One Hundred sixty six pounds and tenn shillings And shall and will permitt and suffer the said William Pope and Thomas Clarke their exors. admrs. and assignes to have use and dispose of all the old materialls that are in and about the said p'misses and to use such of the said old materialls in and about the said p'misses aforesaid as shall be good serviceable and thereohf to take Carry away and dispose of to their own uses without the let of the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra or any of them AND for

the performeance of all and singular the Covents. grants articles and agreemts herein before conteyned on the parte of the said William Pope and Thomas Clarke to be performed the said William Pope and Thomas Clarke binde themselves and either of them and their and either of their heyres exors. admrs. and assignes unto the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra in the sume or penalty of fflower Hundred pounds of Lawfull money of England firmly by theis prsts ; AND for the performeance of all and singular the Covenants grants articles and agreem<sup>ts</sup> herein before conteyned on the part of the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra to be performed the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra binde themselves and eny of them their and eny of their heyres exors. admrs. unto the said William Pope and Thomas Clarke in the like sume or penalty of fflower hundred pounds of like money firmly by theis prsts IN WITNES Whereof the partyes first above named to theis prst Articles of agreements Indented Interchangeably have set their hands and seales the dayes the day (*sic*) and yeares first above Written

(*Signed*)

WILLIAM POPE

(*Signed*)

THOMAS CLARKE

*Second Endorsement on back of Agreement.*

Memorand it is agreed before the sealing and delivery of these pnts and the said William Pope and Thomas Clarke for themselves their exor<sup>s</sup> adm<sup>rs</sup> and assignes do Covenant promise grant article and agree to and w<sup>th</sup> the said Abraham do Porto Isaac Alvares and Antonio Gomes Serra by theis prsts that the said William Pope and Thomas Clarke shall and will in the house late in the occupaçon of William Core take down Three paire of stayres at the East end which are about two foote and one halfe going and shall and will build up three paire of staires more north east ward there the first paire for to Land into a gallery and a little roome the next paire alsoe for to land into a gallery and little roome which two pairs of staires shall be three foote goeing and one paire above the same scantling that they are now and shall and will make partiçons w<sup>th</sup> dore and dore Cases in them for to inclose the little roome from the Gallerys and staires And that if there be any alteraçon of two paire of staires in the said House more southward w<sup>th</sup> dore and partiçons and for to make the old stuffe serve againe at Three pounce and shall and will alter the balcony. dore and shall make a diagonall returne according to the Cantey Leaver w<sup>th</sup> some of the best old railes and Bannisters at thirty shillings more which shall be allowed out the Consideraçon with in indentured if it shall not be done

Witness our Hands the day and yeares w<sup>th</sup> in Written(*Signed*) WILLIAM POPE

,, THOMAS CLARKE



## II. *b*.

FROM DOCUMENTS IN THE ARCHIVES OF THE BEVIS MARKS SYNAGOGUE.

*Endorsement on a lease of 2 Brick Messuages in Creechurch Lane dated 20th July, 1703, between Joseph do Castro and Others and Jacob Mendes.*

The Schedule mentioned to be here endorsed.  
(vizt.)

### In the Cellar

A Col-Hole enclosed, a little appartment for Beer & a Dore going down into the Cellar.

### In the Kitchin

A Dresser with three Drawers and Cupboards a Leaden Sink & Cupboard underneath it, the Leaden pipe with two Cocks that brings the water into the Cesterne, a Stone harth four shelves round the large Buttery, a Dresser and three Shelves in the little Buttery and a dore going out of the Kitchin into the Buttery and a Dore to the Kitchin and Shutters to the Kitchin Windows with fastnings.

### In the parlour even with the Kitchin

Shutters to the windows with fastenings & a Chimney piece & a marble hearth, the room wainscotted; a door to the room & also a Dore into the Compting House out of the parlour & another Dore out of the Compting House into the passage or Entry.

### In the Room over the Kitchin

Shutters to the Windows a firestone Harth, a marble ffoote pace a Chimney piece the room wainscotted and a dore to the room & also a dore into the little roome.

### In the Room over the parlour

Shutters to the Windows a fire Stone hearth a marble foote pace a Chimney piece—the room wainscotted and a door to the roome & also a dore to the Room over the Compting House & y<sup>e</sup> same Room wainscotted.

### In the Room over the Kitchin up two pair of Stairs.

The Room wainscotted, Shutters to the Windows, a Chimney peece Marbl. ffoote pace & fire stone Hearth and a dore to the roome & also a dore into the little Room next it & a Seate & Leaden pipe y<sup>t</sup> goes down into the Vault.

In the Room over the parlour up two pair of Stairs.

The Room Wainscotted Shutters to the Windows a Chimney peece ffirestone harth & marble floote pace & a dore into the little roome adjoyning & a closet with a dore to it.

In the Garretts.

Shutters to all the windows & dores to the Garretts, The Stair Case & passages from top to bottom waynscotted rayle high with Banister & a Lock & Key to the Streetedore with two Iron bolts, a Stone-Stepp & Iron Barrs to the Cellar Windows.

(*signed*) Jacob Mendez.

Sealed and delivered in the presence of us (the parchm<sup>t</sup> being first double Stamped)

(*signed*) Ishaac Roiz Portello.

(*signed*) Tho Dewbery.

## III.

## FROM DOCUMENTS AT THE OFFICE OF THE LONDON PAROCHIAL TRUSTEES.

*Schedule of Deeds (relating to the early history of No. 5 Creechurch Lane and its site) inspected at 3 Temple Gardens, E.C. 4, the Office of the CITY PAROCHIAL FOUNDATION (Trustees of the London Parochial Charities).*

NOTE.—Of the following deeds the first four were taken over from St. Katherine Creechurch by the Foundation under an Order in Council of the 23rd February, 1891. This schedule does not aim at being exhaustive.

Date.	Nature of Deed.	Term of Grant.	Parties.	Consideration.
(a) 24th August 1738	Lease and	1 year (at pepper-corn rent).	William Finch & Hanbury Walthall	5/-
(b) 25th August 1738	Release to Trustees	"for ever."	to Wm. Dawson & 18 other parishioners & trustees to be. (These deeds are unexecuted counterparts of MS. 1213/12 and 1213/21 in the Guildhall Library. Cf. Appendix V. b., p. 90.)	5/-
(c) 31st August 1738	Conveyance to new trustees	for a term.	Samuel Row & others (Surviving Trustees) — to — Wm. Dawson & others. (Compare MS. 1213/13 of the Guildhall series, Appendix V. c. 4, pp. 101-8.)	5/-

## III. (continued).

	Date.	Nature of Deed.	Term of Grant.	Parties.	Consideration.
(d)	15th June 1857 <sup>a</sup>	Building Lease ("of the site of the former work- house")	65 years.	The Churchwardens & Overseers of St. Katherine Creechurch to David King, Builder.	£55 annual rent.
(e)	11th December 1893	Lease of a small strip of land (about 40 square feet).	28½ years from 25th Dec. 1893.	The Commissioners of the Sewers of the City of London—to— The Trustees of the London Parochial Charities.	£100
(f)	13th February 1894	Lease of a large strip of land (about 185 feet).	—	The Trustees of the London Parochial Charities—to— R. Frank, Esq.	£400
(g)	27th July 1922	Lease of Warehouse Building.	21 years.	The Trustees of the London Parochial Charities—to— The Bristle & Produce Trading Co. Ltd.	<i>not disclosed</i>

<sup>a</sup> The two following extracts are of interest :

" All that piece or parcel of ground in Creechurch Lane in the said parish and City being the site of the two messuages and premises now known as Numbers 2 and 3 in Creechurch Lane aforesaid formerly used as the Workhouse of the said Parish and lately occupied by Elizabeth Watson (Widow)."

" And it shall thereupon be lawful for the said David King to take down the said two messuages now standing on the said piece or parcel of ground & remove & convert to his own use the old materials."

## IV.

## EXTRACTS FROM CHARITY COMMISSIONERS' REPORTS.

*Extracts from the Charity Commissioners' Report of an Inquiry into the Parish Charities of St. Katherine Cree held by Mr. Walter A. Wigram, Assistant Commissioner, on the 4th March 1902.*

(*Blue Book 215, IV. Endowed Charities (County of London).*)

Page 1. I. The Inquiry in these Parishes was held on the 4th March 1902.

II. The following is the report on the Charities of these Parishes, dated the 30th January 1830, of the Commissioners, appointed in pursuance of the Acts 58 Geo. III. c. 91, and 59 Geo. III. c. 81, as continued by the Acts 5 Geo. IV. c. 58, and 10 Geo. IV. c. 57, to inquire concerning Charities in England and Wales (vol. 23, pp. 194 and 226).

This Report is hereinafter referred to as the Report of 1830.

## PARISH OF ST. CATHERINE CREE CHURCH.

Page 3. *Charities of Blackwell, Bond and Dennison.*

"Andrew Blackwell gave 30s. per annum to be distributed in bread to the poor yearly, on 'St. Andrew's day.'" (B.B.)

This bequest is further noticed in a vestry minute, dated 5th December 1659, importing, that it was ordered at that vestry, that the surviving trustees who bought (or were named as purchasers) in trust for the parish, either the remainder of the lease for ninety-nine years, or the inheritance of certain messuages, with the appurtenances situate in Cree Church-lane, within the parish, should, for settling of several pious and charitable intentions, in pursuance of the last wills, of the several donors after named, forthwith grant to Abraham Stanyan and several others, parishioners and trustees on the behalf of the said parish, one yearly rent-charge of £28. 3. 4d. to be for ever issuing out of all the said messuages or tenements, viz. £10. in lieu of £200. left by Sir John Gayer, knight, to be distributed on the 16th October in every year; 53/4d. in lieu of £50. left by Edward Renwick, deceased, to be distributed amongst six poor of the said parish, proportionally, on each Wednesday in Lent yearly; 30/0d. in lieu of £20. left by Andrew Blackwell, deceased, to be distributed in bread to and amongst the poor, on St. Andrew's-day in every year; 40/0d. in lieu of £40. viz. £20. left by Martin Bond, deceased, and £20. added by William Bond, esq. to be equally disposed of and paid to eight of the poor people of the said parish, who had been inhabitants of the said parish by the space of seven years together, upon St. Martin's-day, in winter, being the 11th November, in every year, and £12. in lieu of part of the money, goods and chattels which were, by deed made by Magdalen Dennison deceased, given to the said William Bond and others, in trust, for the use of the poor and repairs of the church of the said parish,

which £12. was to be distributed by the churchwardens, and six or more of the ancient inhabitants of the said parish, where most need should appear on the twenty-fifth December and Good Friday, by even portions ; the first payment in respect of the said £12. to be made on the twenty-fifth December next after the said William Bond, esq. should be reimbursed the money by him lent to the said parish, and added to the above-mentioned sums, in purchasing the said messuages, or tenements.

It appears from the purchase deed, which is dated 28th July 1657, that the consideration money amounted to £840. and that the premises consisted of two brick messuages, then lately new-built, situate in a lane called the Church-lane, in this parish, one of them being the corner house opposite the great gate leading into Duke's-place.

The premises thus purchased were subsequently converted into a parish workhouse, for which purpose they are still used.

The several annuities above-mentioned, with the exception of Sir John Gayer's and Rennick's, have for many years ceased to be paid. This appears to have happened through inadvertence, and we are assured that the payments shall in future be duly made.

*Sir John Gayer's Charity.*

Sir John Gayer, knight, by Will, dated 19th December 1648, desired that his executors, within five years after his decease, should lay out the sum of 200*l.* for purchasing a house tenement or lands, the rents and profits whereof his will was, should be employed for ever for these several uses and purposes, that is to say, that the minister of the parish church of St. Catherine Cree church should upon the 16th day of October in the forenoon yearly, for ever, preach a sermon in the same church, and he to have for every such sermon 20*s.* the clerk of the said parish to have for his attendance 2*s.* and the sexton 12*d.* for tolling the bell, and the residue of the said rents and profits to be from time to time, on the said 16th day of October yearly, immediately after sermon, distributed to the poor inhabitants of that parish, being householders and of good name and fame, and to no other, by the minister, churchwardens and overseers of the poor of the said parish, or the major part of them, and they not to give above 5*s.* to any one person, nor less than 3*s.* to any other, which he desired might be really performed without partial affection to any, but as charity obligeth in such cases ; and whereas he had at that present a pew or seat in the church for himself, children and servants, and a vault in the same church, wherein his wife and children deceased were buried, in which none other yet had been interred, he expected still the continuance and sole benefit and use both of the said pew and seat and vault, so long as any of his alliance then or thereafter should be in that parish, and for the vault, his desire was, which he hoped would be performed, that the same should be reserved only for the burial of himself, family and alliance, which

should desire or appoint to be interred there, and for none others ; and in case this his desire or request concerning the said vault should not be granted and performed, then he willed and appointed that the said house, tenement and land to be purchased as aforesaid, with the rents and profits thereof, should from thenceforth for ever remain to his executors and their heirs ; and the other uses above declared to cease and determine.

*Page 4.* The appropriation of this legacy to the purchase of premises since converted into a workhouse was mentioned under the last article.

The sum of £10. is applied to the use of this charity out of the parish funds ; £1. being paid to the minister for a sermon, which he duly preaches on the 16th October ; 3s. to the clerk and sexton ; and £8. 17. 0. on the same day to poor persons, householders and others of the parish attending at the church, in sums not exceeding 5s. This distribution is made in the vestry, by the churchwardens, sometimes in the presence of the minister.

*Rennick's Charity.*

" Edward Rennick, gave by his Will, 50*l.* to be laid out in the purchase of four marks per annum at the least to be paid yearly to six poor housekeepers of this parish by several disbursements ; viz. the first on Ash Wednesday, and the last on Wednesday before Easter yearly, and the persons that are to have it, to be nominated and chosen at a vestry to be holden and called yearly on Shrove Sunday, after evening prayers, and to be such as have been housekeepers ten years in this parish." (B.B.)

This legacy of £50. has been already noticed, under the head of Blackwell's Charity, as being part of the money which was appropriated to the purchase of premises since converted into the parish workhouse.

There is annually paid out of the churchwardens' account the sum of £2. 14. 0. in respect of this charity, viz., 9s. to each of six poor housekeepers of the parish on Ash Wednesday.

*Page 9.* (See p. 72.)

*Page 10.* IV. The Inquiry was held at the Vestry Room of the Church of St. Katherine Cree, Leadenhall Street, E.C.

Mr. Thomas Hare, an Inspector of Charities, reported on the Charities of the parishes of St. Katherine Cree and St. James, Duke Place, on the 26th November 1860.

The Charities mentioned in the Report of 1830 were included in Statement VI. (24), made and published under the City of London Parochial Charities Act, 1883, and sealed under an Order of the Charity Commissioners dated the 1st October 1887. (*a*)

The Charities of Blackwell, Bond, Dennison, Gayer, Rennick, Lingham, Charnock and Jackson were in such Statement scheduled under the heading Parish Estates.

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(*a*) This is the Report in *Blue Book*, No. 333, as to which see footnote 21 on p. 10.

APPENDIX IV. (continued).  
Extract from Charity Commissioners' Reports.  
GENERAL DIGEST, CITY OF LONDON, 1875-76.

[Page 9.]

Locality and Designation of Charity.	Endowments.					Gross Income stated in Return of 1870.	Objects of Foundation or Purposes to which the Income is applicable.					
	Real Estate.			Personality.			Education.	Apprenticing and Advancement.	Endowments of Clergy, Lecturers, and for Sermons.	Church Purposes.	Distribution of Articles in Kind.	Distribution of Money.
	Houses and Lands, ——— Acreage of Lands.	Rent of Real Estate.	Rents-charge and Fixed Annual Payments.	Stock.	Dividends and Interest.							
St. Catherine Greecunrch—Blackwell and others .	A. R. P.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Sir J. Gayer .	Two messuages	55 0 0	...	...	...	55 0 0.	10 0 0	...	S. 1 0 0 R.	6 0 0	...	27 0 0
Rennick .							2 13 4					

Note.—S. = Sermon; R. (Church Purposes) = Repairs.



## V.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

## V. a.

*Extracts from the Churchwardens' Account Book of the Parish of St. Katherine  
Crechurch, 1650-1691. MS. 1198, Vol. I., Guildhall Library.*

		RECEIPTS.	PAYMENTS.
YEAR			
1650.	<i>for Tythes.</i>		
Old	of Mr. ffarnando	. 01 00 00	
Style.	of Mr. Lambert	. 00 01 06	
	of Mr. Whitby Junior	00 03 00	
	of Mr. Whitby Senior.	00 10 00	
	of Mr. Booker	. 00 03 00	
1651.	<i>for Tythes.</i>		
Old	of Mr. ffardinando	. -1 - -	
Style.	Mr. ffranck	. - - -	
	Mr. lambert	. 1 -	
	John Davis	. - -	
	Mr. Whitbey	. - -	
	Mr. Dennison	. 3 -	
	Mr. Booker	. 3 -	
1652.	<i>for Tythes.</i>		
Old	Mr. ffardinando for one		
Style.	year in arrears and		
	ye yeere 1652	. 2 - -	
	Mr. Franck	. - - -	
	Mr. Lambert	. - - -	
	John Davis	. - - -	
	James Whitby	. - 5 -	
	Mr. Dennison	. - - -	
	John Booker	. 3 -	
	<i>for Burialls.</i>		
	7th March; for the		
	buriall of Anthony		
	Franck	. 00 0 8	
1653.	<i>for Tythes.</i>		
Old	Mr. Fardinando	. 1 - -	
Style.			



		RECEIPTS.		PAYMENTS.	
YEAR					
1656.	<i>for Tythes.</i>			(b) Paid Mrs. Clough	
Old				relict and Executrix	
Style.	Mr. Lambert . . . . .	-	3 -	of Mr. Wm. Clough	
	Mr. Cole . . . . .	-	3 -	by order of Vestry	
	Mr. Whitbey . . . . .	2	6	the ballance of his	
	Mr. Digby . . . . .	-	-	accompt as Church-	
	Mr. Booker . . . . .	-	3 -	warden . . . . .	6 10 6
				Paid for warning the	
				workmen before the	
				Court of Aldermen that	
				were employed in build-	
				ing the Jewes Syna-	
				gogue . . . . .	- 3 -
	<i>for Burialls.</i>			(c) Paid for one whole	
	22 December Demingo			years rent due (to ye	
	Vast Degretto at			Mr. and fellows of	
	Hackney . . . . .	3	6	Magdalen Collidge in	
				Cambridge) for ye	
				Rectory ye 25 <sup>th</sup> March	
				1657 the sume of . .	25 - -
1657.	<i>for Tythes.</i>				
Old	Antonio Ferdinando . .	1	- -	Paid Mr. Broome for	
Style.	Widow Franck . . . . .	-	- -	viewing the writings	
	Mr. Lambert . . . . .	-	4 -	and his judgment and	
	Mr. Demingo Debretto			advice therein for the	
	Mr. Moyes Atteas . . .	10	-	purchase of the two	
	Mr. Digby . . . . .	-	-	houses of Mr. James	
	Mr. Booker . . . . .	-	3 -	Whitby . . . . .	£1 -0 -0
				Paid him for prsing the	
				deeds when sealed by	
				Mr. James Whitby his	
				wife and sonne . . .	£1 -0 -0
	<i>for Buryalls.</i>			Paid the scrivener for	
	4 <sup>th</sup> August Judith De-			his paines therein . .	- 10 -
	bretto the knell of				
	ye ffourorth bell and				
	the cloth . . . . .	2	4		
	20 <sup>th</sup> August Mr. James				
	Whitby the ground				
	in ye vault and the				
	cloth . . . . .	1	1 0		
	9 <sup>th</sup> September. Sarah				
	Atteas the knell of				
	the 3rd Bell . . . . .	-	1 -		

(b) The meeting of the Vestry, at which the payment to Mrs. Clough was voted, took place on the 28th January, 1656/7. (See PLATE 8.)

(c) This entry virtually dates itself. The rent was usually paid by the end of March, but sometimes settlement was made during the first days of April.

76 THE FIRST LONDON SYNAGOGUE. APPENDIX V. a (cont.).

RECEIPTS.		PAYMENTS.
YEAR		
1657.	<i>Other Receipts.</i>	
Old	Receipts from particu-	
Style.	lar men Captaine	
	Stanyon for interest	
	money due from Mr.	
	Whitby the sum of £29	- -
	The Particulars of	
	Tythes now rec'd	
	which were formerly	
	denyed vizt: of	
	Captayne Stanyan .	- 12 -
1658.	<i>for Tythes.</i>	
Old		
Style.	Mr. Antonio Ferdinando	1 - -
	Widow Ffranck .	- - -
	Isac Lambert .	2 -
	Mr. Decosta .	- - -
	Mr. Moyes Atteas .	- 5 -
	Mr. Digby .	- - -
	Mr. John Booker .	- 3 -
	Mr. Molloyres .	- 1 6
	<i>for Buryalls.</i>	
	10th January. Ellen	
	Whitby in the vault	- 10 -
1659.	<i>for Tythes.</i>	
Old		
Style.	Widdow Whitby .	- - -
	Antonio Ferdinando .	1 - -
	Isaac Lambert .	- - -
	Mr. Decosta .	- - -
	Moyes Atteas .	- 10 -
	Mr. Mallory .	- - -
	John Booker .	- 3 -
	<i>Recipes for burials.</i>	
	28 <sup>th</sup> October: Antonio	
	Fherdinando the	
	knell of the Great	
	Bell . . . .	- 5 0
	Received from the	
	Inhabitants upon	
	accomp. (and for	
	paymt) of ministers	
	Antonio Ferdinando .	15 0

		RECEIPTS.		PAYMENTS.	
YEAR					
1660.	<i>for Tythes.</i>			Paid to a proctor for	
Old				search for Mr. Ferdi-	
Style.	Mrs. Ferdinando	1	- -	nando his will . . .	0 4 4
	Mr. Lambert	- 2	-	Paid and given to the	
	Mr. Olivaro	- 3	-	Ringers (vizt) when the	
	Mr. Moyses Atteas	- 10	-	King was voted Heyre	
	Mr. Mallory	- 6	-	apparent . . .	- 4 6
	Mr. Booker	- 3	-	when the King was	
				proclaimed . . .	- 5 -
				when the King landed	- 2 6
				at the King's coming	
				through the City: .	- 5 -
	<i>Receipts from Particulars.</i>				
	Mr. Olivero for the				
	fyne of his lease	20	- -		
1661.	<i>for Tythes.</i>			Paid the collector for the	
Old	Mr. Solomon	- 3	-	poore for halfe a yeare	
Style.	Mrs. fardinando	- 5	-	for Mr. Olavero his	
				house . . .	- 6 -
	Mr. Lambert	- 4	-	Paid the Scavenger for	
	Mr. Olivaro	- -	-	the said house . . .	- 4 -
	Mr. Moses Atteas	- 7 6		(d) Paid Mr. Turlington	
	Mr. Mallory	- 4 6		for a watch for the said	
	Mr. Booker	- 4 6		house . . .	- 10 -
				(d) Paid Mr. How for	
				Clarkes wages for the	
	Mr. Core	- 4	-	said house . . .	- 2 -
				Paid the collector for	
				halfe a yeare for Mr.	
	<i>Receipts for the yeare 1661.</i>			Olivero his house . .	- 6 -
	Mr. Olivero for half a				
	years rent	11	- -		
1662.	<i>Receipts concerning the</i>			Paid Mr. Turlington for	
Old	<i>Church. Imprimis.</i>			a yeares watch for	
Style.	Received of Mr. Moses			Olivaros House . . .	10 -
	Attias for one years			Paid Clarke the joyner	
	rent due and ended			for amending Olivaro's	
	at Ladyday 1663 .	£40 0 0		cellar . . .	4 6
	Received of Mr.			Paid the Scavenger for	
	Oliviero for one			Oliveros house for one	
	years rent due and			year ending at Christ-	
	ended at Ladyday			mas last . . .	4 -
	1663 . . .	£22 - -		Paid William How his	
				wages for Oliveroes	
				house . . .	- 2 -

(d) Tarlington and Wm. How were respectively Parish Beadle and Parish Clerk.

		RECEIPTS.		PAYMENTS.	
YEAR					
1662.				Paid the yellow coates (e)	
Old				for Oliveroe's House	
Style.				for Two Quarters .	
				Oct. 16 <sup>th</sup> . Given Sir	
				John Gayers guift in	
				the presence of the	
				Ancients . . . .	£10 - -
1663.	<i>Receipts concerning the</i>			Item. paid Mr. Howe for	
Old	<i>Church. May 20<sup>th</sup>.</i>			a whole yeares Clerks	
Style.	Item Received of Mr.			wages for Oliveros	
	Oliveiro for 1 yeares			House . . . .	- 2 -
	rent due and ended			Item. paid Mr. Turling-	
	at Ladyday 1664 .	20	10	ton for a yeares Watch	
	Item Received as 1			for Oliveroes House .	- 10 -
	yeares rent of the			Item. paid the Scavenger	
	synagogue due at			for a yeare for Oliveros	
	Ladyday 1664	40	- -	House . . . .	- 4 -
1664.	Item. received of Mr.			June 24 <sup>th</sup> . Paid the	
Old	Olivero for one yeares			Watchman for Oli-	
Style.	rent due and ended			vero's house . . .	2 6
	at Ladyday 1665 .	20	- 0	Item paid the Clerks	
	Item received for one			wages for Oliveros	
	yeares rent of the			house for one yeare .	2 -
	Synagogue due and			Paid the Scavenger for	
	ended at Ladyday			one yeare for Oliveros	
	1665 . . . .	40	- -	house . . . .	4 -
				Item paid for one yeares	
				Watch for Olivero's	
				house . . . .	- 10 -
1665.	Item Received for one			June 28 <sup>th</sup> . Item paid	
Old	yeares Rent due at			to Mr. Tyrlington for	
Style.	Ladyday 1666 for			the watch for Olivero's	
	Olivaroes House .	020	00 00	howse . . . .	00 02 06
	Item Received for one			Item paid to a Carpen-	
	yeares Rent of the			ter for worke done in	
	Synagogue due at			Olivero's howse .	1 -
	Ladyday 1666 .	040	00 00	Item paid Mr. Tyrlington	
				for the watch for	
				Olivero's house .	7 -
				Item paid to Gooddy	
				Gosse for Cleaning	
				Olivero's House .	2 4
				(f) Item paid Mr. Cliffe	
				for Interest of £450 .	20 - -

(e) Presumably a nickname for the watchmen.

(f) According to a Vestry Minute (dated April 23, 1663) Alderman Humphrey Cliffe had virtually taken over from one John Locky a £450 mortgage on the two Creechurch Lane houses (see Appendix V. d. p. 113).

RECEIPTS.		PAYMENTS.	
YEAR			
1665.		Item paid the Joyner for	
Old		worke done in Olivero's	
Style.		howse . . .	1 8
1666.	(g) Item received for one	Item given to one Mr.	
Old	yeare and a Quarter	Cole a merchant being	
Style.	Rent of the Sina-	undone by losses .	- 2 -
	gogue due and ended		
	at Ladyday 1667 .		50 - -
1667.	Item Received of Mr.	(f) Item paid to Esq. Cliffe	
Old	Policarpa Olivero for	6 m <sup>o</sup> Interest of £400	
Style.	one yeares Rent due	principall due the 25th	
	and ended at Lady-	of December 1667 .	£12 - -
	day 1668 . . .	(f) February 21st. Item	
		paid Esq <sup>e</sup> Cliffe in	
		part of his 400£ prin-	
		cipall money . .	50 - -
		Item paid for nursing	
		of ye Child that was	
		left at the Sinagogue	
		Dore and for things	
		when it was sick .	2 6
1668.	Item. Rec'd Rent of the		
Old	Synagogue for the		
Style.	whole yeare . . .		40 - -
1669.	Item. Recd. the Rent of	(f) Item paid Mr. Cliffe .	65 - -
Old	the Sinagogue for the		
Style.	whole yeare . . .		40 - -
1670.	Item Received for one	(f) Ffeb 15 Item paid to	
Old	yeares Rent and	Alderman Cliffe .	100 00 00
Style.	Tythes due for the		
	Sinagogue at Lady-		
	day 1671 . . .		40 10 0
1671.	Item rec'd for a yeares		
Old	Rent for the Sina-		
Style.	gogue . . .		40 00 00
1672.	Received for a yeares	(f) Aug. 26 Paid to	
Old	Rent of the Sina-	Alderman Cliffe in full of	
Style.	gogue . . .	his Mortgage . .	150 02 =
	Rec'd of Mr. Core for	Jan. 3rd Spent upon	
	the fine of his lease	receiving the Jewes	
		rent at the Crowne .	- 01 06

(f) See footnote, p. 78.

(g) According to a Vestry Minute of September 1666, "the house that Mr. Oliviero lately dwelt in" was then taken over by Mr. Henry Jerrard, the minister, at a nominal rent of £12 per annum.

RECEIPTS.		PAYMENTS.	
YEAR			
1672. Old Style.	(h) Rec'd of Mr. Core for half a yeares Rent due at Lady- day 1673 . . . 08 - -	Spent about placing of a woman in Sugar loafe Alley in y <sup>e</sup> Hospitall and w <sup>th</sup> Core about getting his money .	02 04
1673. Old Style.	Received a yeares Rent of the Sinagogue due at Ladyday 1674 40 - - Received of Mr. Core for half a yeares rent due at Micha's 1673 08 00 00	Spent in receiving the Jews rent 6d. given to a family that was distracted 2/6d. . Spent in paying the Col- ledge rent and in re- ceiving the Jews rent. Spent in treating with the Jews about the Synagogue . . Spent in receiving Wm. Core's rent . . Allowed the Jews for Taxes this yeare .	00 03 00 00 01 00 00 01 00 00 01 06 02 05 00
1674. Old Style.	Received a yeares rent of the Sinagogue Due at Ladyday 1675 . 55 00 = Received for a fine for the Lease of the Sinagogue . . . 100 = =	Aprill 26th 1674. Spent in treating with Mr. Core = 01 = Aprill 30th. Spent in treating with Mr. Core = 01 06 May 1st. Spent in Core's business . . = 01 06 May 4 <sup>th</sup> . Spent in treat- ing with the Jews . = 06 07 May 4 <sup>th</sup> . Spent w <sup>th</sup> Major Williams Mr. Pope and Mr. Clarke about the Jews business 02 00 May 11th. Spent w <sup>th</sup> the Jews and Core . . = 01 00 June 10th. Spent w <sup>th</sup> Mr. Lewes and Mr. Ashby about the Jews business = 01 = June 26th paid to Mr. Core . . . 18 = = June 29th paid Mr. Selse- by and Mr. Booth for veiwng the Sinagogue = 05 =	

(h) According to the Vestry Minute Book, Mr. Core secured occupation of the house at Michaelmas (on a 21 years' lease) following on the death of the parson. He paid only £16 per annum in rent, but the parish incurred no outgoings whatsoever in connection with his tenancy. It would thus seem that Oliveira paid from £4 to £6 annually in extra rent, in return for services rendered and expenditure incurred by the parish on his behalf.



RECEIPTS.		PAYMENTS.	
YEAR			
1674.		July 1st Spent in meet-	
Old		ing about the Jews	
Style.		Lease . . .	= 05 06
		6th Aug. Spent at the	
		sealing the Jews Lease	= 04 =
		Spent in receiving rent	
		of the Jews . . .	= = 08
		Spent in receiving the	
		Jews rent . . .	= 01 =
1675.	Received a yeares rent	Sundry payments to	
Old	of the Sinagogue due	Dutch Barnes for look-	
Style.	at Ladyday 1676 . 060 00 00	ing after a Parish Child	
		"Jane Jewry" a found-	
		ling (d. 25th Nov. 1675)	
		(i) April 1676. Allowed	
		for Trophies to the	
		Sinagogue . . .	000 06 06
1676.	Received a yeares rent	20th Nov <sup>r</sup> Spent at the	
Old	of the Synagogue due	warning Mr. Richard-	
Style.	at Ladyday 1677 . 60 00 =	sons encroachments .	= 02 06
		Jan. 20th. Spent in re-	
		ceiving the Jewes rent	= = 10
1677.	Received a yeares rent	21st May. Given Goodey	
Old	for the Sinagogue	Whitbey for releife	
Style.	due at Ladyday 1678 060 00 00	being sicke . . .	00 02 00
		12th July. paid arreares	
		charged on the Sina-	
		gogue . . .	00 06 00
		October 20th 1677. paid	
		arrears for the Sina-	
		gogue . . .	00 06 00
1678.	Rec'd a yeares rent for	(j) 15th May 1678. paid	
Old	the Sinagogue due at	Barnes for a weekes	
Style.	Ladyday 1679 . 060 00 00	nurseing of a Male	
		Child taken up at Mr.	
		Rodroguz his Dore in	
		Bury Streete . . .	00 02 06

(i) "Trophy money, a duty paid formerly . . . by housekeepers towards providing . . . drums, colors . . . for the Militia." (*Webster's Dictionary*.)

(j) "Gomez Rodrigues Berry Street," is given in the London Directory of 1677. This Jew's name, however, in the community was Abraham Israel de Sequeira (see *Jewish Quarterly Review* for January 1889, p. 89). The "Male Child" referred to was christened Jew Bury, grew up to boyhood, and was subsequently apprenticed at the cost of the parish.

82 THE FIRST LONDON SYNAGOGUE. APPENDIX V. *a* (cont.).

RECEIPTS.		PAYMENTS.	
YEAR			
1678.		( <i>k</i> ) Spent with Mr. Boone upon his certifying that Wm. Gurney had not a scalded head . .	00 01 00
Old		Allowed the Sinagogue for Taxes for the whole Yeare . .	1 13 08
Style.			
1679.	Rec'd a yeares rent	19th August. Paid for a Warrant for Jacob Salvadore . .	00 01 00
Old	for the Synagogue	March 6th. Allowed Taxes for the Sinagogue . .	01 09 04
Style.	due at Ladyday 1680		
	060 00 00		
1680.	Rec'd a yeares rent for	( <i>l</i> ) July 4th. Spent at the Sessions about Carerer's business .	2 6
Old	the Sinagogue due at	Dec. 11th paid to Nurse Barnes for nurseing of Abraham Ben=heber found at ye Synagogue dore . .	00 08 06
Style.	Lady [ <i>sic</i> ] last . .	10th April. Allowed the whole yeares Taxes for the Synagogue . .	01 07 10
	60 = =		
1681	Rec'd a yeares rent of	Allowed Trophyes money for the Synagogue	
Old	the Sinagogue end-	Mr. Lingard Collectr .	05 4
Style.	ing at Ladyday 1682	8th August Gave Gabay the converted Jew .	00 02 06
	060 00 00	14th Oct. Gave Gabay the converted Jew .	2 6
		18th Nov. Gave Gabay the Converted Jew .	00 01 =
		5th Jan. paid and laid out about a woman w <sup>th</sup> Child by a Jew to cleare the parish .	00 04 2
		28th Feb. paid Gabay the converted Jew .	- - -

(*k*) Presumably Henry Boone, the surgeon barber, who was a party to the conveyance of December 20, 1656 (Guildhall MS. 1213/2). (See pp. 93-5.)

(*l*) A certain Marano Don Joseph Carrera, his Dutch wife and three or four children, were in London in June 1678, and are mentioned in an Inquisition Document (a letter) from Teneriffe (*Trans. J. Hist. Soc.*, vol. vii. pp. 97 to 112).

THE FIRST LONDON SYNAGOGUE. APPENDIX V. *a* (cont.). 83

RECEIPTS.		PAYMENTS.	
YEAR			
1682. Old Style.	Rec'd a yeares rent for the Sinagogue . 060 00 00	10th August. given Aron the Jew . . . 00 02 06	
		8th Dec. given Aran the Jew p order of Vestrie . 00 05 00	
		Aprill 9 given Aron Gabay p order . . 00 05 00	
1683. Old Style.	Rec'd a yeares rent for the Synagogue . 060 00 00	( <i>m</i> ) July 4th. Paid for a warrt for Mr. Casters 000 01 00	
		July 17. Paid Tropheys for the Synagogue . 000 05 04	
1685. New Style.	Rec'd 2 quarters rent for the Sinagogue . 030 00 00	April p <sup>d</sup> Trophy money for the Sinagogue as p. rect. . 000 11 10	
	Rec'd for the Sina- gogue . . 015 00 00	p <sup>d</sup> for a Coffin and Shroud for a ffemale child taken up at M <sup>r</sup> Deportos Dore in Bury Streete . 000 04 06	
	Rec'd of the Sinagogue a Quarters Rent . 015 00 00	p <sup>d</sup> for a Coffin and Shroud for Will <sup>m</sup> , a Male Child taken up at Mr. Rodrigues Dore . . 000 04 06	
		p <sup>d</sup> Trophies of the Sinagogue . . 000 05 04	
1686. New Style.	An Account of the moneys given Received and Paid for the Erect- ing An Organ and building a Gallary in the Parish Church of St. Katherine Cree- church. Sume totall of ye Re- ceipts is £335.11.3.	Paid Mr. Bernard Smith for making the organ as per contract . . 250 00 0	
	( <i>n</i> ) Received of Mr. Alphonso Rodriguze 02 03 0	Paid for building the gallary . . 061 00 0	

(*m*) Refers possibly to Simon de Caceres or a member of his family.

(*n*) Omitting the three Rodriguez, the remaining subscribers can be readily identified from the Bevis Marks Records as Jacob Gomes Serra, Ishac Semah de Valentia, Jahacob or Jacques Gonsales, Joseph Frances, and Joseph Israel Henriquez. Their signatures are reproduced on pp. 12-13 of Dr. M. Gaster's *History of the Ancient Synagogue*. From sundry wills (and other sources) it is known that Symon Rodriguez, otherwise Simon Henriquez, was a son of the Gomez Rodriguez mentioned in footnote (*j*), p. 81. Alphonso Rodriguez was another of his sons, and was known among the Jews as Isaac de Sequeira. Antonio Rodriguez was of a different stock, for this was the secular name borne by Aaron Levi Rezio.

YEAR	RECEIPTS.		PAYMENTS.	
1686.	Received			
New	of Mr. Simon			
Style.	Rodriguze	02 10 0		
	of Mr. Anthony			
	Gomaseras	02 03 0		
	of Mr. Isaac Valentia	001 00 0		
	of Mr. James			
	Gonsalis	001 00 0		
	of Mr. Joseph			
	Francia	001 00 0		
	of Mr. Antonio			
	Rodriguze	001 00 0		
	of Mr. Joseph			
	Heniricus	001 00 0		
	of Mr. Anthony			
	Robello	000 05 0		
		<hr/>		
		£12 1 0		
		<hr/>		
	Rec'd for a Yeares rent			
	for the Jewes Sina-			
	gogue . . . .	060 00 00		
	Rec'd of Mr. Isaac			
	Telles's fine for			
	Overseer . . . .	006 00 00		
	Rec'd of Mr. Symon			
	Rodriguze for the			
	like . . . .	006 00 00		
1687.	Rec'd a Yeares Rent		paid and allowed for	
New	for the Jewes Sina-		Taxes to the Sinagogue	000 05 4
Style.	gogue . . . .	060 00 00		
	Rec'd of Mr. Isaac			
	Gonsales his fine for			
	Overseer for the Poor	006 00 00		
	Rec'd of Mr. Anthony			
	Gomaseras for the			
	like . . . .	006 00 00		
(o)	Rec'd of Mr. Moses			
	Baru for the like .	006 00 00		
	Rec'd of Mr. Isaac			
	Valentia for the like	006 00 00		

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(o) This is the "Moses Berrew Dukes Place" of the 1677 London Directory and the "Sin Baroa Chrechurch Lane" in the 1660 Informers List (*Trans. J. Hist. Soc.*, vol. v. pp. 6-7). He played a prominent part in the history of the congregation, where he was known as M. B. Louzada (M. Gaster, *op. cit.*, pp. 3, 4, 5, 11, 13, 17, 29 and 37). He became a sworn broker ("Moses Barrow") in 1679 (A. M. Hyamson, *op. cit.*, p. 260). He was also known as Anthony Louzada.

RECEIPTS.		PAYMENTS.	
YEAR			
1687.	Rec'd of Mr. Isaac		
New	Tales de Costa the		
Style.	fine for Church-		
	warden . . . .	010 00 00	
	Rec'd of Mr. Simon		
	Rodriguze for the		
	like . . . .	010 00 00	
1688.	Rec'd a yeares rent of	Paid and allowed a	
New	the Jewes Sinagogue	Trophy Tax for the	
Style.	due at Lady Day last=60 =	Sinagogue . . .	8 8
	Rec'd of Mr. Anthony		
	Gomesera his ffine		
	for Upper and under		
	Churchwarden . .	10 =	
	Rec'd of Mr. Anthony		
	Robles his fine for		
	overseer for the		
	Poore . . . .	006 = =	
	Rec'd of Mr. Isaac		
	Valentia his fine for		
	over and under		
	Churchwarden . .	010 = =	
1689.	Rec'd a yeares rent for	<del>60</del> given Samuel Baptista .	= 2 =
New	the Sinagogue . .	60 = =	
Style.	Rec'd of Mr. Joseph		
	Henricus Alphonso		
	Rodriguez Samuel		
	Staneire and Peter		
	Spikes fines for Over-		
	seers . . . .	24 = =	
1690.	Rec'd for the Jewes	Paid and gave to Samuel	
New	Synagoge for the	Baptista . . . .	00 03 =
Style.	whole yeare . . .	Paid and allowed Taxes	
	(p) Rec'd of Mr. Henricus	for the Synagoge as	
	and Mr. [left blank]	p rec <sup>t</sup> . . . .	08 05 08
	their fine as Church-		
	wardens . . . .	20 = =	
1691.	Rec'd for halfe a yeares	Paid and given to John	
New	Rent for the Jewes	Baptista . . . .	000 01 00
Style.	Sinagogue . . . .	Paid the King's Tax for	
	Rec'd a Quart <sup>rs</sup> Rent	the Sinagogue as p	
	for the Jewes Sino-	rec <sup>t</sup> . . . .	002 05 00
	gogue Due at Chris-	Gave to one Sarah Dun-	
	mas . . . .	ing being poore . .	000 01 00
		Paid and allowed for	
		Taxes for the Sina-	
		gogue as p. rec <sup>t</sup> .	002 15 00

(p) The missing name is that of Alphonso Rodriguez (Vestry Minute Book).

V. *b*.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*SCHEDULE OF DEEDS in the Guildhall Library (in parcel catalogued as MS. 1213) relating to two Brick Messuages (a) in Creechurch Lane, Aldgate, originally owned by the WHITBEY family (1622) and subsequently acquired (1657) as a Charity Trust by the Parish of St. Katherine Cree and by them permitted to be used as a Synagogue (1657 to 1700), a Merchant's House (1703 to 1745), a Workhouse (1745 to 1838) and a Dwelling House (1838 until its demolition in 1857). The texts of the five Deeds marked with a numbered asterisk (\*<sup>3</sup>) (or extracts therefrom) are given in the next Appendix (V.c.1 to 5, pp. 92-108).*

## UNDER PRIVATE OWNERSHIP (1622-1657).

Reference.	Date.	Nature of Deed.	Term.	Parties.	Consideration.
MS. 1213/1 <sup>*1</sup>  (See p.92.)	18th April 1622	Deed of Sale (b) &	To have and to hold "for ever."	Wm. Thompson Haberdasher (& Joan his wife) to Wm. Whitbey Clothworker (& Mary his wife).	£200
MS. 1213/1b formerly numbered 1213/14	20th April 1622	Declaration of Sale by Deed Poll (of a Messuage in Creechurch Lane).	(enrolled in the Hustings of Pleas of Land).		
MS. 1213/3	23rd March 1648	Mortgage.	99 years from date unless £207 is paid on 25th Sept. 1648.	James Whitby Clothworker to James Fletcher Haberdasher.	£200
MS. 1213/4	18th Oct. 1652	Transfer of Mortgage and further Charge.	"to have and to hold for a certain term of four score and fifteen years ... which commenced from the 18th day of October which was in the year of Our Lord 1652 unless £309 is paid on the 20th April next ensuing." (Recited in MS. 1213/19.)	James Fletcher, James & Wm. Whitby to Rose Aspley Widow.	£300

(a) At the outset a single house.

(b) The measurements of the property (recited in the Deed of Sale) prove that it comprised the site of the two Brick Messuages mentioned in the later deeds.

UNDER PRIVATE OWNERSHIP—*Continued.*

Reference.	Date.	Nature of Deed.	Term.	Parties.	Consideration.
Recited in MS. 1213/13	20th Jan. 1652/3	Sale of equity of redemption.		James Whitby & Wm. Whitby (of the 1st Part) and Abraham Stanyan (of the 2nd Part) and Rose Aspley (of the 3rd Part).	Cancellation of a debt of £191.
Do.	20th April 1653	Transfer of Mortgage and further charge.	For the unexpired part of the aforementioned 95 years unless £515 be paid on the 21st October 1654.	James Whitby & Wm. Whitby, Rose Aspley & Abraham Stanyan to (c) Wm. Bond Richd Lingham & Robt. Peterson.	£309 paid to Widow Aspley. £191 paid to Abr. Stanyan. Total £500.
Do.	18th Dec. 1656	Surrender and Reconveyance by Mortgagee.	"for the remainder of the sd term of ninety five years."	Wm Bond Richd Lingham Dyer, and Robt Peterson, to Abraham Stanyan.	£550
Recited in MS. 1213/5 (of 28th July, 1657)	19th Dec. 1656	Short lease to a tenant of "th' one of the Messuages" (not the small Corner House, but the adjacent western one).	21 years.	James Whitby & Abraham Stanyan to Antonio Fernando Carawayall, Merchant.	£40 yearly rent.
MS. 1213/2**  ( <i>Sec pp. 93-5.</i> )	20th Dec. 1656	Deed of Sale.	"bargain and sale... to have and to hold ... forever . . ." enrolled subsequently (28th July, 1657) in the Hustings of Pleas of Land.	James Whitbee & Ellen his wife, Wm. Whitbee their heir apparent to Abraham Stanyan, Plaisterer, Richd Mills, Draper, & Henry Boone, Barber Surgeon. (d)	£100 paid to the Whitbees £550 to Stanyan (viz. the same consideration as laid down in the indenture of 18th Dec. 1656). Total £650.

(c) It would seem from Vestry Minute of 9th December 1656 (MS. 1196) that they were acting for the parish; this does not appear from the references in the Leases.

(d) An eighteenth-century endorsement on the deed describes Mills and Boone as "Trustees"; this is probably erroneous, since they are not so described in any of the leases or conveyances.

## PARISH PROPERTY (1657 to 1759—and thereafter down to modern times).

Reference.	Date.	Nature of Deed.	Term.	Parties.	Consideration.
MS. 1213/5 <sup>as</sup>  (See pp. 95-101.)	28th July 1657	Release of the property—by the grantors under the previous deeds—to certain parishioners "for the residue . . . of the said terme of flower score and fiftene yeares."	For the residue of 95 years. The 21 years lease (Stanyan to Carawayall) is "expressly foreprized and reserved."	James & Wm. Whitbey & Abraham Stanyan to John Oldfield, Wm. Bond, Humphrey Cliffe (Dyer) John Cheese (Fletcher) and seven other Parishioners & Trustees for the Parish.†	£650 paid to Abraham Stanyan £190 paid to J. & Wm. Whitbey. Total £840.
Not in existence but recited in 1213/12 & in 1213/7 & 7a.	28th July 1657	Deed of Sale.	According to 1213/12 & 1213/7 grantees were "to hold . . . in trust for the said parish for ever."	James & Wm. Whitby, Henry Boone & Richd Mills to John Stonehall the Elder (Turner) Thomas Ashby (Salter) & 9 other parishioners & trustees.†	Presumably the same £840 shown above.
MS. 1213/6	23rd Dec. 1662	Mortgage.	For the unexpired part of a certain term of 95 years (unless £477 is paid on the 2nd July, 1663).	Wm Bond, Humphrey Cliffe, John Cheese & 5 other Parishioners & Surviving Trustees to John Lock, Mercer.†	£450
MS. 1213/7a	{ 19th Sept. 1672	Lease (1 year) & {	1 year at a peppercorn rent.	Thos. Ashby, sole survivor of 11 Trustees to Henry Lewes, Robt Wooley (Clothworker). Thomas East (Merchant Taylor), Philip Brewster (Haberdasher), John Lingard (Plumber) & 16 other parishioners & newly appointed Trustees.†	5/-
MS. 1213/7	{ 20th Sept. 1672	Release to Trustees.	"for ever"		5/-
MS. 1213/8	20th Sept. 1672	Do. Counterpart of 1213/7.		Do.	Do.

† Trustees of the Term.

† Trustees of the Freehold.



## PARISH PROPERTY—Continued.

Reference.	Date.	Nature of Deed.	Term.	Parties.	Consideration.
MS. 1213/10	20th Sept. 1672	Conveyance to new Trustees.	95 years from 18th Oct. 1652.	Humphrey Cliffe (Dyer) & John Cheese (Flet- cher) to Robert Butler (Cord- wainer) Hum- phrey Cock (Pewterer) Thomas Gar- diner (Apothe- cary) and 17 other fresh trustees.†	5/-
MS. 1213/11	20th Sept. 1672	Conveyance to new Trustees. Counterpart of 1213/10.			
Not in existence but a re- construction from Account Book(MS. 1213, vol. 1—entries for the year 1674) and from Vestry Minute Book(MS. 1196— Minutes of 3rd May, 1674).	6th Aug. 1674.	Short lease to Tenants of the two houses.	For a term of 23 years (Ves- try Minutes of 2nd Feb. 1697/8)	The Church- wardens of St. Katherine Creech church and the Sur- viving Trust- tees to The Overseers of the Synagogue (probably Abr. do Porto, Isaac Alvares and Antonio Gomes Serra).	£100 "fyne" (premium) & £60 rent.
Not in existence, but a re- construction.  Referred to in Vestry Minute of 2nd Feb. 1697/8 (MS. 1196).	Midsummer 1698 (on expiry of lease granted in 1674)	Short Lease to Tenants.	7 years (after the 1st year, the Jews to have the premises on 6 months' notice)	The Church- wardens of the Parish & the Surviving Trustees to Mr. (? Antonio) Gomes Serra and other re- presentative Jews.	£60 rent.

† Trustees of the Term.

## PARISH PROPERTY—Continued.

Reference.	Date.	Nature of Deed.	Term.	Parties.	Consideration.
MS. 1213/9	10th May 1687	Declaration of Trust.	95 years.	By Robert Butler, Humphrey Cock, Thomas Gardiner and 7 other parishioners "citizens of London and surviving trustees" . . . †	
MS. 1213/13**  (See pp. 101-3.)	13th April 1709	Release to new Trustees.	"during and unto the full term of fower-score and nineteen years."	Thomas Gardiner (Apothecary) & Humphrey Cock (Pewterer) to Daniel Scott & Samuel Row and 14 other parishioners & trustees to-be. †	5/-
MS. 1213/9	13th April 1709	Release to new Trustees.	"for ever."	John Lingard & Thomas East to Wm Finch, Hanbury Walthall, Edward Woodcock & 14 other parishioners & trustees. ‡	5/-
MS. 1213/21	24th Aug. 1738	Lease and	1 year at a peppercorn rent.	Hanbury Walthall & Wm. Finch, Surviving Trustees to Wm. Dawson & 18 other parishioners. ‡	5/-
MS. 1213/12 **  (See p. 108.)	25th Aug. 1738	Release to Trustees.	"for ever."	Do. Not signed by Finch, whose refusal to transfer the property led to a lawsuit. Ultimately his heirs assigned the houses to the Parish.	Do.

† Trustees of the Term.

‡ Trustees of the Freehold.

PARISH PROPERTY—*Continued.*

Reference.	Date.	Nature of Deed.	Term.	Parties.	Consideration.
MS. 1213/25	21st Aug. 1758	Lease  to  Trustees	1 year at a pepper corn rent.	Finch's 3 co-heirs at law (Robt. Glover, Frances Puttiphat, Harrison Nicholl) to Groves Wheeler (Distiller) & 17 other Citizens & Trustees for the Parish.†	5/-
MS. 1213/26	22nd Aug. 1758	Release to Trustees.	"to have and to hold for ever Intrust to & for the sole use benefit & behoof of the Parish."	Finch's 3 co-heirs at law (Robt. Glover, Frances Puttiphat, Harrison Nicholl) to Groves Wheeler (Distiller) & 17 other Citizens & Trustees for the Parish.†	
MS. 1213/27	22nd Aug. 1758	Release (an identical document to No. 1213/26).	Do.	Do.	
MS. 1213/22	19th July 1759	Lease (for 1 year) of a small plot (6 ft. in breadth from North to South, 11 ft. & 2 in. in length from East to West) adjoining N.W. end of workhouse —and—	1 year.	Jeremiah Bentham to Groves Wheeler & 13 others (named in 1213/25) (e).	5/-
MS. 1213/28	20th July 1759	Release.	"for ever."	Do.	Do.

† Trustees of the Freehold.

(e) This conveyance was a part of the settlement of the Bentham proceedings. This precise plot forms to-day the backyard of No. 5 Creechurch Lane.

## V. c. I.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*Extracts from MS. 1213/1. (18th April, 1622.)*

[Endorsement.]

"A conveyance from Wm. Thompson Citizen and Haberdasher to Wm. Whitbey Citizen and Clothworker, and Mary his wife. A messuage in Cree Church Lane, 200£. Dat (*sic*) 18 April 1622. No. 2."

"All that his messuage or tenement with the yards and appurtenances situate and beinge in the parishe of St. Katherine Christchurch als Creechurch neare Aldgate in London in a lane there called the church lane, being the corner house opposite against the greate gate enteringe into a place now called or knowne by the name of Dukes Place, conteyneinge in breadth on the East parte thereof ffourteene foote of assize and seven inches or nere thereabouts and conteyneinge in length on the North parte thereof Three score and three foote of assize or nere thereabouts. And also conteyneinge in breadthe on the Weste parte thereof twentie fyve foote of assize and nyne inches or nere thereabouts, and extendinge in length on the South parte thereof from a Brickwall lately erected by one William Clarke into the furthest part of the Yarde or backside on the Weste parte thereof, conteyneinge also fyftie two foote and a half of assize or nere thereabouts and now in the tenure or occupacion of one Lewis Vander Capella or of his assignee or assignee (*sic*). Which said messuage or tenement was sometime parcell of the inheritance of the Right Honourable Esq. Thomas Howard Knight &c. &c. commonlie called Thomas Lord Howard grand sonne to the highe and mightie prince Thomas late Duke of Norfolk deceased, and sonne and heire to the Right Honourable Margarette Duchesse of Norffoke daughter and heiresse of Thomas Audley &c. &c. knight late Lord Chauncelor of England likewise deceased"

"and such Royalties as are paid to the Lord Thomas Howard in and by the conveyance whereby he sold the premises to one Arthur Norton citizen and Musicion."

V. c. 2.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*Text of MS. 1213/2. (20th December, 1656.)*

(NOTE.—This copy of Hustings Deed No. 332 (Memb. 37.16) in the Records, Guildhall, is identical with MS. 1213/2 of December 20, 1656, in the Guildhall Library.)

From James Whitbee, clothworker, Ellen his wife, & William son of the said James, also clothworker at the request of Abraham Stanyon, plasterer, to Henry Boone, barber surgeon, & Richard Mills, draper,

Descp. of Property.      2 Messuages in parish of St. Katherine Christchurch alias Creechurch.

Pleas of Land holden in the Hustings in Guildhall London on Munday next after the feast of St. Leodegare the Bishop & Martir in the yeare of our Lord 1657.

“ This Indenture made the 20th of December in the yeare of our Lord God according to the accompt now used in England 1656 Between James Whitbee citizen & Clothworker of London & Ellen his wife & W<sup>m</sup> Whitbee Citizen also Clothworker of London sonne & heire apparent of the said James of the one part And Abraham Stanyon Citizen & Plaisterer of London Henry Boone citizen and Barbersurgeon of London & Richard Mills Citizen & Draper of London of the other part *Witnesseth* that for & in consideration of the sume of £650 of lawfull money of England to the said James Whitbee & others by his Appointment well & truely satisfied & paid by the said Abraham Stanyon £550 whereof is the same consideration money which is mençoned in a certaine Indenture bearing even date herewith(a) made or mençoned to be made by & betweene W<sup>m</sup> Bond of London Esq<sup>re</sup> Richard Lyngham citizen & Dier of London Robert Peterson Citizen & Baker of London & the said James Whitbee & W<sup>m</sup> Whitbee of the one part And the said Abraham Stanion of the other part of & concerning the Messuages or Tenements with th<sup>e</sup> appurtenances hereinafter mençoned And in consideration of 5 shillings to the said James Whitbee & W<sup>m</sup> Whitbee in hand paid by the said Henry Boone & Richard Mills the receipt of which said severall sumes of money the said James & W<sup>m</sup> Whitbee doe hereby acknowledge & confess of themselves to be therewith fully paid & contented they the said James Whitbee & Ellen his wife & W<sup>m</sup> Whitbee *have graunted* bargained sold released & confirmed And by theis presents doe & each & either of them doth (by &

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(a) In point of fact it was dated the 18th, and not the 20th, December, 1656.

at the request nominaçon & appointment of the said Abraham Stanyon) fully clearly & absolutely grant bargain sell release & confirme unto the said Henry Boone, Richard Mills their heires & Assignes All those two great bricke Messuages or Tenements lately new built scituate & being in the parish of St. Katherine Christchurch als Creechurch neere Aldgate London in a lane there called the Church lane One of them being now or late in the occupaçon of the said James Whitbee & the other of them being a Corner House opposite against the great gate leading into a place there comonly called Dukes place was late in the tenure or occupation of Hills Whittingham & is now in the tenure or Occupation of the said James or his Assignes And alsoe all Shoppes Cellars Sollers Chambers Roomes Lights Yards Casements Profitts Comodities Emoluments Hereditaments & appurtenances whatsoever to the said severall Messuages or Tenements or either of them belonging or in any wise appurtenning or with them or either of them used occupied or enjoyed or accepted reputed taken as parte parcell or member of them or either of them And alsoe all the estate right title interest claime & demand whatsoever of them the said James Whitbee & Ellen his wife & W<sup>m</sup> Whitbee & every or any of them of in & to the said severall Messuages or Tenements & other the premisses or of in or to any part or percell thereof And the Reverçon Reverçons Remainder & Remainders Rents Issues & profitts of all & singular the premisses & of every part & percell of the same together with all & every the Deeds Evidences & writeings concerning the premisses or any parte thereof which they the said James Whitbee & W<sup>m</sup> Whitbee or either of them now have or hath in his or their hands Custody or can comeby (*sic*) without suite in Law. *To have and to hold* the said severall Messuages or Tenements & all & singular other the premisses hereby granted or mençoned ment or intended to be by theis presents bargained sold released or confirmed & every parte percell thereof with the appurtenances unto the said Henry Boone & Richard Mills their heires & Assignes To & for th'only proper use & behoof of the said Henry Boone & Richard Mills their heires & Assignes forever And the said James Whitbee & W<sup>m</sup> Whitbee doe for themselves & their heires Executors & Adstrats & for every of them jointly & severally covenant promise & graunt to & with the said Abraham Stanyon his heires Executors & Assignes by theis presents in manner & forme following (that is to say) that the said James Whitbee & Ellen his wife W<sup>m</sup> Whitbee & the heires of the s<sup>d</sup> James & W<sup>m</sup> & all & every other person or persons & his & their heires haveing or claiming or to have or claime any lawfull estate right or title in or to the premisses or any part thereof in by from or under the said James Whitbee (other then & except such person & persons have or may claime by force of the Indenture above mençoned) shall or will from time to time & at all or any time or times dureing the space of 7 yeares next ensueing the date hereof At & upon the reasonable request & proper Costs & Charges in the Law of him the s<sup>d</sup> Abraham Stanion his heires

Executors or Assignes make doe acknowledge & execute or cause & procure to be made done acknowledged executed All & every such further Act & Acts thing & things assurances & conveyances in the Law whatsoever for the further better & more perfect assuring graunting & confirming the said severall Messuages or Tenements & premisses with their appur<sup>ces</sup> unto the said Henry Boone & Richard Mills their heires & Assignes To the use of them their heires & Assignes for ever As by the said Abraham Stanion his heires Executors or Assignes or his or their Councell learned in the Law shall be reasonably devised or advised & required *And* it is mutually covenanted concluded & agreed by & between the said parties to theis presents *And* the intent & true meaning of the s<sup>d</sup> parties & of theis presents is & is thereby declared to bee That all fines Recoveries Conveyances & assurances whatsoever had made levied suffered or executed or to be had made levied suffered or executed of or concerning the premisses or any parte thereof shalbe & enure & shalbe construed & taken to be & to enure to & for the only use & behoofe of them the s<sup>d</sup> Henry Boone & Richard Mills their heires & Assignes for ever & to or for noe other use intent or purpose whatsoever In witness whereof the said parties of theis presente Indentures interchangeably have set their hands & Seales the day & yeare first above written."

"Acknowledged the 28th day of July in the y<sup>re</sup> of our Lord 1657 by the afores<sup>d</sup> James Whitbee & Ellen his wife & W<sup>m</sup> Whitbee before S<sup>r</sup> Robert Tichbourne Kt. Mayor of the City of London & Tempest Milner Aldman of the same City & the said Ellen was alone & privately examined by them according to the Custome &c."

### V. c. 3.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*Copy of MS. 1213/5. (28th July, 1657.)*

(NOTE.—This Deed is in a bad condition, being much torn and defaced. The lower portion (being entirely detached) was until recently catalogued as a separate document. The endorsement is evidently in a later hand. The correct figure for the consideration is £650.)

[Endorsement.]

"28th July 1657."

"Conveyance from Abra. Stanyon James Whitbey & W<sup>m</sup> Whitbey to John Oldfield & other Trustees 2 Messuages in Cree Church Lane for fourscore & fifteen years.—Consideration 515 £."

"This Indenture made the Eight & Twentieth day of July In the yeare of our Lord God (According to the Accompt now used in England) One Thousand Six hundred fifty and Seaven Between Abraham Stanyon Cittizen

and Plaisterer of London, James Whitby Cittizen and Clothworker of London, and William Whitby Cittizen alsoe and Clothworker of London sonne and heire apparent of the said James of th'one part, And John Oldfeild and William Bond Esquires, Henry foster Merchant taylor, William Hollins Plaisterer, William Velley Mercer, Richard Lyngham Dyer, Humfrey Cliffe Dyer, John Cheese ffletcher, John Marriott Marchanttaylor, Thomas Parris haberdasher, Robert Peterson Baker Cittizens of London, Parishioners and Trustees of for and on the behalf of the parish of St<sup>e</sup> Katherine Cree Church als Christ Church neere Aldgate London of the other part *Whereas* the said James Whitby in and by One Indenture or deed Indented bearing Date the Three and Twentieth day of March In the yeare of our Lord God (According to the Accompt aforesaid) One Thousand Six hundred fforty and Eight, made betweene the said James Whitby of th'one part And James ffletcher Cittizen and haberdasher of London of the other part, ffor and in consideraçon of the sume of Two hundred pounds therein mençoned, did grant bargain sell demise and to ffarme lett unto the said James ffletcher *All* those two Brick Messuages or Tenem<sup>ts</sup> lately new built scituate & being in the said parish of St. Katherine Christ Church als Cree Church in a Lane there called the Church Lane, One of them being in the occupaçon of the said James Whitby and the other of them being a corner house opposite against the great gate leading into a place comonly called or knowne by the name of Dukes place was in the occupaçon of Hills Whittingham And all Shoppes Cellors, Sollars Chambers Roomes bur . . . casements, proffitts comodities and appurtençes whatsoever to the said Messuages or Tenem<sup>ts</sup> or either of them belonging or apperteyning or with them or either of them Used occupied, or enjoyed or accepted rep . . . to bee as part parcell or member of them or either of them. And the Reverçon & Reverçons remainder & remainders Rents Issues and proffitts of all and singular the premisses, Together with the deeds & writings . . . the same *To have & to hold* the said Two Messuages or Tenements & all & singular other the premisses with the appurtefices unto the said James ffletcher his executors Administrators & Assignes . . . Sealing and Delivery of the same recited Indenture of Lease for & during unto the full end & terme of ffourscore & Nineteene yeares, Att and under the yearly Rent of One peppercorne payed . . . by May appeare In which recited Indenture is contained one Provisoe or Condition in Effect as followeth that is to say . . . if hee the said James Whitby . . . [defaced and torn] . . . executors Administrators . . . [an entire line has been lost here in the bend of the parchment] . . . James ffletcher his executors Administrators or Assignes, Acc. . . in the dwelling house of Robert Yarway at . . . scituate and . . . cease determine & . . . of England, On the ffive & Twentieth day of September then the following that the said recited Indenture And . . . ant . . . Messuages or Tenem<sup>ts</sup> and all & singular . . . recited Indenture grant Seaven pounds was not



paid on the day & att the place in & by the said recited Provisoe or Condition limited & appointed for paying (or payment) . . . James Whitby & William Whitby In & . . . Indenture . . . indented under their hands became forfeited to the said James fletcher for the . . . then residue of the said terme. *And whereas* the said James fletcher together with . . . wo, did for the Consideraçon of Two hundred pounds to him the said James fletcher . . . and Seales, bearing date the eighteenth day of October In the yeare of our Lord God (according to the Accompt aforesaid) One Thousand Six hundred . . . Rose Aspley All those two Messuages or Tenem<sup>ts</sup> and other the premises herein and One hundred pounds to them the said James and William Whitby truly paid by Rose Aspley of London widdowe grant bargain sell demise . . . sett . . . together with the Deeds & Evidence concerning the same *To have* & to hold the same before mençoned to be demised unto the said James fletcher as aforesaid, And the Reverçon & Reverçons, Remainder & Remainders, rents yssues and profitts of the same . . . fifteene yeares from the . . . next ensueing. Yeilding therefore yearly the Rent of One Pepper Corne *And whereas* the said Rose Aspley in & by one other Indenture or Deed indented under her hand & Seale bearing date the . . . nth day of October In the said yeare of our Lord God One Thousand Six hundred fifty and Two (reciting the before mençoned Indentures) did (amongst other things) Covenant declare & agree, That if the said James Whitby and William Whitby or either of them, their or either of their heires executors or Assignes shall well & truely pay or cause to bee paid unto the said Rose Aspley her executors, adm<sup>rs</sup> or Assignes the full sume of Three hundred and Ninety . . . vent to . . . the . . . next ensueing, Att. or in the dwelling house of Robert Yarway Scrivener scituate & being in the Great Wood Street, London, That then and from thenceforth, and att all times afterwards . . . the said Rose Aspley her executors Adm<sup>rs</sup> should & would att the reasonable request and proper costs charged in the law of the said James Whitby his heires or Assignes recit and reconvey & reassue, the said Messuages or Tenem<sup>ts</sup> & all & singular the Premisses with the . . . unto the said James Whitby his heires or Assignes or such other person or persons as hee or they should direct & appoint, *And whereas* the said James Whitby being insuch indebted to the said Abraham Stanyon in the full sume of . . . hundred fflowerscore & Eleaven pounds, And the said Abraham Stanyon having alsoe undertaken the paym<sup>t</sup> & satisfaçon of the said three hundred and nine pounds unto the said Rose Aspley upon the day & att the place of paym<sup>t</sup> therein aforesaid Together with the said William Whitby In & by one Indenture Tripartite bearing date the Twentieth day of January In the said yeare of our Lord God One thousand Six hundred fifty & two made or mençoned to bee made by & betweene the said James Whitby & William Whitby of the first part, the said Abraham Stanyon of the second part, & the said Rose Aspley of the

third pt., did for & in consideraçon of the said debt & for securing thereof, & . . . ith . . . aving . . . aring . . . Abraham Stanyon of & from his s<sup>d</sup> Engagement & undertaking aforesaid in the same Indenture expressed, Covenant, declare and agree That hee the said Abraham Stanyon his executors & adm<sup>rs</sup> should have the right, power & benefitt . . . of the said Mortgaged premisses, And that it should & might bee lawfull to and for the said Rose Aspley her executors or Adm<sup>rs</sup> at any time thereafter to grant, bargain, sell, assigne & Sett over the s<sup>d</sup> Abraham S. . . his executors, adm<sup>rs</sup> & Assignes, or unto such other person or persons as hee or they should direct & appoint his or their executors or Assignes, The said severall Messuages or Tenem<sup>ts</sup> & all & singular other the premisses above mençoned to bee . . . ed unto the said Rose Aspley as aforesaid, And the Reverçon & reverçons remainder and remainders, Rents, yssues & proffitts of all and singular the same premisses And all the . . . fte interest, terme of years claime or demand whatsoever . . . her . . . Rose Aspley . . . the said Premisses, Together with the deeds & Evidence concerning the same, *And whereas* the s<sup>d</sup> Rose Aspley att the request & by the direction of the said Abraham Stanyon, in pursuance of the said first mençoned Indenture, in and by one Indenture bearing date the . . . tieth day of Aprill in the yeare of our Lord God One thousand Six hundred ffifty & Three made or mençoned to bee made by & betweene the said James Whitby & William Whitby Rose Aspley & Abraham Stanyon of the . . . pt. And the said William Bond Richard Lyngham & Robert Peterson . . . th'other pt. for & in consideraçon of the sūme of Three hundred & nine pounds of lawfull money of England to her the said Rose Aspley and One hundred and fower-score & Eleaven pounds of like money to him the said Abraham Stanyon in the hand p<sup>d</sup> by the said William Bond Richard Lyngham & Robert Peterson as is therein mençoned, did grant bargain Sett assigne & . . . unto the s<sup>d</sup> William Bond Richard Lyngham Robert Peterson . . . their executors & Assignes the s<sup>d</sup> severall recited Indentures or Deeds Indented aforemençoned And the said severall Messuages or Tenem<sup>ts</sup> & premisses in or by . . . ther of them mençoned . . . ed as aforesaid & all & singular other the said premisses, & every part thereof with the appurteñces Reverçon & reverçons remainder & remainders, rents, yssues & proffitts of all & singular . . . and alsoe all Deeds & Evidence . . . ng & concerning the same premisses & every part thereof *To have* & to hold the said severall Messuages or Tenem<sup>ts</sup> & all & singular other the premisses with their appurteñces . . . William Bond Rich<sup>d</sup> Lyngham, & Robert Peterson . . . rs Ad<sup>rs</sup> . . . from th . . . er & during all the rest & residue, then to come of the said terme of fower-score & ffifteene yeares, from thence next ensuing and full . . . & ended Subject nevertheless unto & upon this condition . . . if the s<sup>d</sup> James Whitby & W<sup>m</sup> Whitby or either of them their or either of their heires executors or Assignes should well & truely pay or cause to bee paid unto the said W<sup>m</sup>

Bond Richard Lyngham & Robert . . . their executors adm<sup>rs</sup> or Assignes at or in the dwelling house of Robert Yarway Scrivener, scituate as afore-said the sūme of ffive hundred & ffifteene pounds of lawfull money of England On the One and twentieth day of . . . her . . . Indenture, That then & from thenceforth & att any time thereafter they the said William Bond Richard Lyngham & Robert Peterson their execu<sup>rs</sup>, admi<sup>rs</sup> or Assignes should & would att the request & charge . . . & yeild up or otherwise regrant & reconvey the said Indenture of Lease & the said Messuages or Tenements and all & singular other the said premisses & all their Estate title & interest therein by for & in . . . Whitby & W<sup>m</sup> Whitby, their heires or assignes or to such other person or persons as hee or they should Nominate & appoint, which sūme of ffive hundred & ffifteene pounds was not . . . & appointed, for paym<sup>t</sup> thereof *And whereas* the said William Bond Richard Lyngham & Robert Peterson by Indenture bearing date the Eighteenth day of December . . . ffive hundred & fifty pounds paid as is therein mençoned att the place & by the appointment of the said James Whitby & W<sup>m</sup> Whitby *have* granted bargained sold assigned and sett over unto the said Abraham Stanyon . . . and severall Messuages or Tenem<sup>ts</sup> & premisses thereby granted or assigned, As alsoe all their Estate title & interest of in & to the same premisses To hold for the remainder of the said terme . . . ed Indentures (amongst divers Covenants clauses & agreements therein conteyned) relaçon being had thereto more fully may appeare. *Now this Indenture witnesseth* That . . . to him the said Abraham Stanyon and One hundred Ninety pounds to the said James Whitby & W<sup>m</sup> Whitby in hand paid by the said John Oldfeild William Bond Henry ffoster, William Hollins William Velley Richard Lyngham Humphrey Cliffe John Cheese John Mariott, Thomas Parris & Robert Peterson att . . . the Sealing & delivery of theis presents the severall receipts whereof the said Abraham Stanyon, James Whitby, and W<sup>m</sup> Whitby doe hereby respecting . . . themselves to bee fully paid & contented & thereof & therefrom doe thereby acquitt & discharge the said John Oldfield W<sup>m</sup> Bond Henry ffoster W<sup>m</sup> Hollins W<sup>m</sup> Velley Richard Lingham Humfrey Cliffe John Cheese John Mariott . . . Robert Peterson their executors adm<sup>rs</sup> & Assignes or every of them by theis presents . . . d every of them doth fully . . . ly & absolutely grant bargain sell assigne & sett over unto the said John Oldfeild W<sup>m</sup> Bond Henry ffoster William Hollins William Velley Rich<sup>d</sup> Lingham Humfrey Cliffe John Cheese John Mariott Thomas Parris Rob<sup>t</sup> Peterson their executors Adm<sup>rs</sup> & Assignes the s<sup>d</sup> severall recited Indentures & every of them & the said severall & respective Messuages . . . advantage & demand whatsoever of the said Abraham Stanyon of in & to the p . . . or assigned or mençoned to be granted or assigned & every part thereof with the appurteñces And alsoe all the Estate right title interest . . . *And to hold* the said severall Messuages or Tenem<sup>ts</sup> . . . with all & singular the appurteñces part or parcell thereof

And the Reverſion & reverſions remainder & remainders rents yſſues & proffits of all & ſingular the premiſſes & of every . . . [*From here onward is the detached lower portion*] . . . Abraham Stanyon . . . Except one Leaſe by Indenture beareing date ye Nineteenth day of De . . . (p)aſt laſt before ye date of the . . . James Whitby and Abraham Stanyon unto Antonyo fernando Carawayall of London Merchant of th'one of the ſaid Meſſuages or Tenem<sup>ts</sup> for a terme of One & Twenty yeares toſſe . . . on the feaſt day of the birth of our Lord God . . . whereupon the ſaid . . . forty pounds is reſerved which rent ſhall become due & payable unto the ſaid John Oldfeild W<sup>m</sup> Bond Henry ffoſter W<sup>m</sup> Hollins W<sup>m</sup> Velley Rich<sup>d</sup> Lingham Humfrey Cliffe, John Cheeſe John Mariott Tho. Parris & Robert Peterson their Execu<sup>rs</sup> Adm<sup>rs</sup> & Assignes during the continuance of the ſame excepted Leaſe And the ſaid James Whitby & W<sup>m</sup> Whitby doe for themſelves joyntly & ſeverally & for their . . . reſpective heires execu<sup>rs</sup> adm<sup>rs</sup> covenant promiſe to & with the ſaid John Oldfeild W<sup>m</sup> Bond Henry ffoſter W<sup>m</sup> Hollins W<sup>m</sup> Velley Rich<sup>d</sup> Lingham Humfrey Cliffe John Cheeſe John Mariott Thomas Parris & Robert Peterson & each & every of them . . . heir & each & every of their execu<sup>rs</sup> adm<sup>rs</sup> & assignes . . . preſents in manner & forme following (that is to ſay) that they the ſaid Abraham Stanyon James Whitby and W<sup>m</sup> Whitby or ſome or one of them now have or hath in themſelves or himſelfe full power good right & lawfull authority to grant bargain ſell aſſigne & ſett over the ſaid ſeverall Meſſuages or Tenem<sup>ts</sup> & all & ſingular other the premiſſes with th'appurtenances unto the ſaid John Oldfeild, W<sup>m</sup> Bond Henry ffoſter W<sup>m</sup> Hollins W<sup>m</sup> Velley Rich<sup>d</sup> Lingham Humfrey Cliffe John Cheeſe John Mariott Tho: Parris & Robert Peterson their execu<sup>rs</sup> adm<sup>rs</sup> & assignes in manner and forme aforeſaid And that they the ſaid John Oldfeild W<sup>m</sup> Bond Henry ffoſter W<sup>m</sup> Hollins W<sup>m</sup> Velley Rich<sup>d</sup> Lingham Humfrey Cliffe John Cheeſe John Mariott Thomas Parris & Robert Peterson their execu<sup>rs</sup> adm<sup>rs</sup> & Assignes ſhall or may from henceforth for & during all the reſt & reſidue yet to come & unexpired of the ſaid terme of fflowerscore & fiftene yeares peaceably & quietly have . . . occupy poſſeſſe & . . . the ſaid ſeverall Meſſuages & Tenements & all & ſingular other the premiſſes with their appurtenances . . . have & take the rents yſſues & proffits of the ſame premiſſes according to the tenor and true meaning of theiſ preſents without any lett ſuite trouble moleſtacon eviction . . . of or by them the ſaid Abraham Stanyon James Whitby & W<sup>m</sup>. Whitby or any of them or of or by any other perſon or perſons clayming or to clayme or pretend any lawfull Eſtate right title or intereſt of in or to the ſaid premiſſes or any part of them . . . from or under them or any of them free and cleere & freely & cleerely acquitted . . . rated and diſcharged of & from all and all manner of former & other bargaines Sales trusts grants leaſes Mortgages Joyntures dowers right & title of . . . ſtatutes Re . . . Judgments Executions incomes rents Annuities

of & from all other Estates titles troubles charges & incumbrances whatsoever had, made, comitted or done or suffered or to bee had made comitted omitted done or suffered of or by them the said James Whitby & W<sup>m</sup>. Whitby or either of them or by William Whitby & Mary Whitby late father & mother of the said James Whitby or either of them or of or by any person or persons whatsoever clayming or to clayme to have any interest or title to the said premisses by them or either of them. The said Lease before mençoned to bee made or granted by the said James Whitby & Abraham Stanyon to the said Antonio fernando Caravayall onely excepted & foreprized *And lastly* that they the said James Whitby & W<sup>m</sup>. Whitby the sonne & all persons claiming or to clayme by or under them or either of them or by from or under the said W<sup>m</sup>. Whitby or Mary deceased or either of them (other than such person or persons as have or may clayme by the . . . said excepted Lease onely shall & will att any time upon reasonable request in that behalfe to bee made by the said parishioners & Trustees before named or any of them their executors or Assignes make doe execute & suffer, or cause & prot . . . to bee made done executed or suffered, All every or any such further & other said full & reasonable & . . . s thing & things Conveyance & Assurance in the law whatsoever, for the further better & more perfect assuring granting conveying & confirmeing the said Messuages Tenem<sup>ts</sup>. & other the premisses hereby granted or mençoned to bee assigned & every part thereof with the appurtenes together with the Rent unto the said John Oldfeild W<sup>m</sup>. Bond Henry ffoster W<sup>m</sup>. Hollins, W<sup>m</sup>. Velley, Richard Lyngham Humfrey Cliffe John Cheese John Mariott Thomas Parris & Robert Peterson their executors & Assignes intrusting afores<sup>d</sup>. as by them or any of them, their or any of their Counsell learn'd in the law, shalbe reasonably devised or advised & required . . . by the said James Whitby & W<sup>m</sup>. Whitby or either of them, their heires & Assignes or any person or persons who shalbe requested to . . . such further assurance bee nott putt unto any expences touching the same *In witnesse* the said parties . . . Indentures interchangeably have sett their hands & Seales the day & yeare first above written.

[*Signatures above Seales.*]

Abraham Stanyon. James Whitby. William Whitby.

#### V. c. 4.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*Copy of MS. 1213/13. (13th April, 1709.)*

(NOTE.—The defaced portions of this Deed have, wherever possible, been filled in from similar passages recited in other Deeds of the series.)

[Endorsement.]

"The Assignment from Mr. Thomas Gardiner and Mr. Humphry Cock to Mr. Daniel Scott and Mr. Robert Gill In Trust for the Parish of St. Katharine Creechurch London."

"No. 14

"Creechurch Lane

"Date 13<sup>o</sup> April 1709."

"This Indenture made the thirteenth day of Aprill Anno Dni one thousand seven hundred and nine, And in the . . . th yeare of the Reigne of our Sovereign Lady Anne by the Grace of God Queen of Great Britain &c. Betweene Thomas Gardiner Apothecary and Humphry Cock Pewterer and Citizens of London surviving Trustees for and on the behalf of the parish of St. Katherine Creechurch at Christchurch near Aldgate London of the one part, And Daniel Scott, Robert Gill, Robert Walker, John Adams, John Slaney, Samuel Pindar, Thomas Lingard, Samuel Row, Thomas Pool, Jeremy Elgar, John Gregory, Samuel Rash, Henry Wall, Thomas Dewbery, Richard Lapley and Benjamin Rendall Inhabitants and Trustees for and on behalf of the said parish of St. Katherine Creechurch of the other part *Whereas* James Whitby Citizen and Clothworker of London in and by one Indenture bearing date the Twenty third day of March in the year of our Lord one Thousand six hundred forty eight, made betweene the said James Whitby of the one part And James fletcher Citizen and Haberdasher of London of the other part, for and in consideration of the sume of two hundred pounds therein mentioned *did* Grant Bargaine, sell, demise and to ffarme Lett unto the said James fletcher *All* those two Brick messuages or Tenements then lately new Built situate and being in the said parish of St. Katherine Christchurch at Creechurch in a Lane there called the Church Lane, One of them being then in the occupaçon of the same James Whitby, and the other of them being a Corner house opposite against the Great Gate leading into a place comonly called or knowne by the name of Dukes place was then in the occupaçon of Hills Whittingham And all shops, Cellars, sollars, Chambers, Roomes, Yards, Lights Casements, proffitts Comodityes and Appurteñces whatsoever to the said Messuages or Tenements or either of them belonging or Appertaining . . . . . or with them or either of them used occupied or enjoyed reputed or taken to be a part parcell or member of them or either of them. And the Reverçon and Reverçons, remainder & remainders, Rents, Issues & proffitts of all & singular the premisses together with the Deeds & writeings concerning the same *To have* & to hold the said two Messuages or Tenements & all and singular other the premisses with the Appurteñces unto the said James fletcher his Executors Administrators & Assignes from the sealing of the said recited Indenture of Lease for & during and unto the full end and terme of fowerscore & nineteene

yeares At & under the yearely Rent of One peppercorne payable as thereby may appeare *In* which said recited Indenture is conteyned One provisoe or Condition in effect as followeth (that is to say) That if he the <sup>s<sup>d</sup></sup>. James Whitby his heires Exec<sup>rs</sup>. Adm<sup>rs</sup>. or assignes or any of them should well & truly pay or cause to be paid unto the said James fletcher his Executors Adm<sup>rs</sup>. or Assignes, At or in the then dwelling house of Robert Yarway, Scrivener, situate & being in Great Woodstreet in London the full sume of Two hundred and seven pounds of lawfull money of England on the Twenty fifth day of September then next following That then the said recited Indenture and the demise and Grant thereby made should cease determine and become entirely void and of none Effect, which said sume of Two hundred and seven pounds was not paid on the day, and at the place in and by the said recited Provisoe or condico<sup>n</sup> limited & appointed for payment thereof, whereby the said Messuages or Tenements and all and singular & other the premisses by the said recited Indenture granted became forfeited to the said James fletcher for the then residue of the said Terme *And whereas* the said James fletcher together with the said James Whitby W<sup>m</sup>. Whitby Citizen also and Clothworker of London son and heir Apparent of the said James in and by one Indenture or deed Indented under their handes and seales bearing date the eighteenth day of October in the year of our Lord one thousand six hundred fifty two did for the considera<sup>n</sup> of two hundred pounds to him the said James fletcher and one hundred pounds to them the said James & William Whitby then paid by Rose Aspley of London Widow, Grant, Bargaine, sell, demise and to ffarme Lett unto the said Rose Aspley *All* those two Messuages or Tenements and other the premisses therein before men<sup>o</sup>ed to be demised unto the said James fletcher as aforesaid. And the Rever<sup>n</sup> and Rever<sup>n</sup>s, Remainder & Remainders, Rents, Issues and profitts of the same premisses, together with the deeds and Evidences concerning the same *To have* and to hold the same premisses unto the said Rose Aspley her Exec<sup>rs</sup>., Adm<sup>rs</sup>. & Assignes from the Executing of the said last recited Indenture for and during the time and terme of ninety five years from thence next ensuing *Yeilding* therefore yearly the Rent of one peppercorne *And whereas* the said Rose Aspley in and by one other Indenture or Deed Indented under her hand and seale bearing date the eighteenth day of October in the said year of our Lord one thousand six hundred fifty two, reciting the before men<sup>o</sup>ed Indenture *did* (Interalia) Covenant declare and agree, That if the said James Whitby and William Whitby or either of them their or either of their heires Exec<sup>rs</sup>. or Assignes, should well and truly pay or cause to be paid unto the said Rose Aspley her Exec<sup>rs</sup>. Adm<sup>rs</sup>. or Assignes the full sume of three hundred and nine pounds on the twentieth day of Aprill then next ensuing, At or in the dwelling house of Robert Yarway Scrivener situate and being in Great Woodstreet London, That then & from thence forth & at all times afterwards She the said Rose Aspley her Exec<sup>rs</sup>. or

Adm<sup>rs</sup>. should and would at the reasonable request & proper costs and charges in the Law of the said James Whitby his heires or Assignes, Regrant Reconvey and Reassure the said Messuages or Tenements and all and singular the Premisses with the Appurtenances unto the said James Whitby his heires or Assignes or such other person or persons whom they should direct & appoint *And whereas* the said James Whitby being justly Indebted unto Abraham Stanyan Citizen & plaisterer of London in the full sume of one hundred fourscore & Eleven pounds. And the said Abraham Stanyan having also undertaken the payment and satisfaction of the said three hundred and nine pounds unto the said Rose Aspley upon the day and at the place of payment thereof aforesaid together with the said William Whitby in and by one Indenture Tripartite bearing date the Twentieth day of January in the said yeare of our Lord God one thousand six hundred fifty two, made or menconed to be made by and between the said James Whitby and William Whitby of the first part, the said Abraham Stanyan of the second part, and the said Rose Aspley of the third part, *did* for and in consideration of the said debt, and for securing thereof, and for saving . . . loss of the said Abraham Stanyan of & from the said engagement and undertaking aforesaid in the same Indenture expressed, covenant, declare & agree that the said Abraham Stanyan his Exec<sup>rs</sup>. and Adm<sup>rs</sup>. should have the full power and benefitt of Redempcon of the said Mortgage & premisses And that it should and might be lawfull to and for the said Rose Aspley her Exec<sup>rs</sup>. or Adm<sup>rs</sup>. at any time thereafter to grant bargain sell Assigne & sett over unto the said Abraham Stanyan his Exec<sup>rs</sup>., Adm<sup>rs</sup>. & Assignes or unto such other person or persons as he or they should direct or appoint his or their Exec<sup>rs</sup>. or Assignes the said severall Messuages or Tenements and all and singular other the premisses above menconed to be granted unto the said Rose Aspley aforesaid, And the Revercon and Revercons, Remainder and Remainders, Rents, Issues and profitts of all and singular the same premisses, And all the Estate right, title, Interest, terme of yeares, claime, and . . . whatsoever of her the said Rose Aspley in and to the aforesaid premisses, together with the deeds and Evidences concerning the same *And whereas* the said Rose Aspley at the request and by the direccon of the said Abraham Stanyan in pursuance of the said last menconed Indenture, in and by an Indenture bearing date the twentieth day of Aprill in the year of our Lord God one thousand six hundred fifty three made or menconed to be made between the said James Whitby and William Whitby, Rose Aspley and Abraham Stanyan of the one part. And William Bond, Richard Lingham and Robert Peterson of the other part, for and in consideracon of the sume of three hundred and nine pounds of lawfull money of England to the said Rose Aspley & one hundred ninety one pounds of like money to him the said Abraham Stanyan in hand paid by the said William Bond, Richard Lingham and Robert Peterson as is therein menconed Did Grant bargain sell, Assigne and sett over unto the said William



Bond, Richard Lingham & Robert Peterson their Exec<sup>rs</sup>. and Assignes the said severall recited Indentures or deeds Indented aforemençoned and the said severall Messuages or Tenements and premisses in or by them, any or either of them mençoned to be granted and conveyed as aforesaid, And all and singular other the premisses and every part thereof with the Appurtençes And the Reverçon and Reverçons Remainder and Remainders, Rents Issues and profitts of all and singular the premisses *And Alsoe* all deeds, Evidences and writings touching and concerning the same premisses or any part thereof *To have* and to hold the said severall Messuages & Tenements, and all and singular other the premisses with their Appurtençes unto the said William Bond, Richard Lingham & Robert Peterson their Exec<sup>rs</sup>. Adm<sup>rs</sup>. and Assignes from thence forth for and during all the rest and residue then to come & unexpired of the said Terme of fowerscore & fifteen yeares from thence next ensuing, and fully to be compleat and ended subject nevertheless unto and upon this condiçon and Agreement in Effect following (*viz<sup>t</sup>.*) That if the said James Whitby & William Whitby or either of them, their or either of their heires Exec<sup>rs</sup>. or Assignes should well and truly pay or cause to be paid unto the said William Bond, Richard Lingham and Robert Peterson their Exec<sup>rs</sup>., Adm<sup>rs</sup>. or Assignes at or in the then dwelling house of Robert Yarway Scrivener situate as aforesaid the sume of ffive hundred and fifteen pounds of lawfull money of England on the one & twentieth day of October next ensuing the date of the said last mençoned Indenture that then and from thenceforth and at any time thereafter they the said William Bond Richard Lingham and Robert Peterson their Exec<sup>rs</sup>. Adm<sup>rs</sup>. or Assignes should and would at the request and charges in the Law of the said James & William Whitby their heires or Assignes Surrender and give up, or otherwise Regrant & Reconvey the said Indenture of Lease and the said Messuages or Tenements, and all and singular other the premisses & all their estate right tytle, and Interest therein by force of the same last mençoned Indenture unto the said James Whitby & William Whitby their heires or Assignes or to such other person or persons as they should Nominate and appoint, which sume of ffive hundred and fifteen pounds was not paid on the day and place in & by the said last mençoned Indenture agreed and appointed for payment *And whereas* the said William Bond, Richard Lingham and Robert Peterson by Indenture bearing date the eighteenth Day of December which was in the yeare of our Lord one thousand six hundred fifty six for the consideraçon of ffive hundred and fifty pounds paid as therein mençoned at the request and by the appointment of the said James Whitby & William Whitby Did Grant, Bargaine, Sell, Assigne, and set over unto the said Abraham Stanyan, As well the said severall Recited Indentures and the severall Messuages or Tenements and premisses thereby granted or Assigned. As also all their Estate right tytle and Interest of in & to the same premisses *To hold* for the Remainder of the said Terme of ninety five yeares, As by the said severall recited Indentures amongst.

divers Covenants Clauses and Agreements therein contained, Relaçon being thereunto had more fully & at large may appear. *And whereas* in and by one Indenture bearing date the twenty eighth day of July which was in the yeare of our Lord one thousand six hundred fifty seven, and made or mençoned to be made between the said Abraham Stanyan, James Whitby and William Whitby of the one part And John Oldfield and William Bond Esq<sup>rs</sup>. Henry ffoster Merchantaylor, William Hollins plaisterer William Velley Mercer, Richard Lingham Dyer Humphry Cliffe Dyer John Cheese fletcher John Marriot Merchantaylor Thomas Parris haberdasher and Robert Peterson Baker then citizens of London Parishioners & Trustees for and on the behalf of the said parish of St. Katherine Creechurch *and* Christchurch of the other part. The said Abraham Stanyan (at the request and by the Appointment of the said James and William Whitby . . .) And alsoe the said James Whitby and William Whitby for and in consideraçon of the sume of six hundred and fifty pounds to the said Abraham Stanyan, and of the sume of one hundred and ninety pounds to the said James Whitby and William Whitby paid as is therein mençoned *did* Grant, Bargaine, sell, Assigne and set over unto the said John Oldfield, William Bond, Henry ffoster, William Hollins, William Velley, Richard Lingham, Humphry Cliffe John Cheese John Marriot, Thomas Parris and Robert Peterson their Exec<sup>ts</sup> Adm<sup>rs</sup> and Assignes The said severall recited Indentures and every of them, and the said severall and respective Messuages or Tenements and all and singular other the premisses by the said last recited indentures or any of them granted demised or Assigned or mençoned so to be, and every part thereof with the Appurteñces, And also all the Estate right, tytle, Interest, claime, Rent, Terme benefitt advantage and demand whatsoever of the said Abraham Stanyan of in & to the said premisses & every or any part or parcell thereof. And the Reverçon and reverçons, Remainder and Remainders, Rents Issues and profitts of all and singular the said premisses and of the appurteñces thereof *To hold* for the Remainder of the said Terme foreshore and fiftene yeares thenceforth and unexpired, As by the said last recited Indenture relaçon being thereunto had more at large alsoe it doth and may appear, *And whereas* the said John Oldfield, William Bond, Henry ffoster, William Hollins, William Velley, Richard Lingham, John Marriott Thomas Parris and Robert Peterson after the making and executing of the said last recited Indenture of Assignment dyed, and the said Humphry Cliffe and John Cheese were now the only surviving Trustees for the said parish of St. Katherine Creechurch *and* Christchurch in the last recited Indenture of Assignment mençoned *And whereas* in and by one other Indenture bearing date the twentieth day of September Anno dñi one thousand six hundred seventy two the said Humphry Cliffe and John Cheese for the consideraçon of the sume of five shillings *did* Bargaine, sell, Assigne and set over unto Robert Butler Cordwainer, William Stedman ffishmonger, John Thorpe Gent, John Inskipp Merchantaylor, Isaac Lambert Merchantaylor,

Richard Linton Girdler, John Game Sadler, Richard Turvile fishmonger, Nathaniel Selsby Tylor and Bricklayer, John Phillipps Cooke, William Wickens Tallowchandler, John Aeld Cooke, Thomas Parker the younger haberdasher, Humphry Cock pewterer, Thomas Gardiner Apothecary, Richard Wooley Merchantaylor, Simon Masters Sadler, John Pawling haberdasher, and Champion Ashby Salter, then citizens of London and Trustees for and on behalf of the said parish of St. Katherine Creechurch aſs Christchurch near Aldgate their Exec<sup>rs</sup> Adm<sup>rs</sup> and Assignes, The said severall recited Indentures and any of them, and the said severall and respective Messuages or Tenements and all and singular other the premisses by the said several recited Indentures or any of them Granted demised or Assigned & sett over any part thereof with the Appurtenances And all the Estate, right, Tytle Interest of in and to the same And the Reverſion and Reverſions Remainder and Remainders thereof to *hold* to them their Exec<sup>rs</sup> Adm<sup>rs</sup> and Assignes for the Remainder of the aforementioned Terme of ninety five yeares then to come and unexpired In trust and for the Use of the said parish of St. Katherine Creechurch aſs Christchurch London *And whereas* all the said last menſioned Trustees (Except the said Thomas Gardiner and Humphry Cock) are now deceased And the said Thomas Gardiner & Humphry Cock the only surviving Trustees *Now this Indenture witnesseth* that the said Thomas Gardiner and Humphry Cock As well for and in consideraſion of the sum of five shillings apiece of lawfull money of Great Britain to them Thomas Gardiner and Humphrey Cock in hand paid at & before the sealing and delivery of these presents by the said Daniel Scott, Robert Gill, Robert Walker, John Adams, Samuel Pindar, John Slaney, Thomas Lingard, Samuel Row, Thomas Poole, Jeremy Elgar, John Gregory, Samuel Rash, Thomas Dewbery, Richard Lapley and Benjamin Rendall the receipt whereof the said Thomas Gardiner & Humfrey Cock do hereby acknowledge, As in pursuance of an Order of the Vestry of the said parish of St Katherine Creechurch aſs Christchurch made the twentieth day of the Month September in the yeare above written *have* and either of them hath Granted Bargained sold assigned & set over and by these presents do and either of them doth fully clearly and absolutely Grant Bargaine sell assigne & set over unto the said Daniel Scott Robert Gill Robert Walker John Adams Samuel Pindar John Slaney Thomas Lingard Samuel Row, Thomas Poole Jeremy Elgar John Gregory Samuel Rash Henry Wall Thomas Dewbery Richard Lapley & Benjamin Rendall their Executors Adm<sup>rs</sup> & Assignes the said severall messuages or Tenements and all & singular other the premisses by the said severall recited Indentures or any of them granted demised or Assigned or menſioned so to be and any & every part thereof with the appurtenances. And also the Reverſion and Reverſions Remainder & Remainders, Rents, Issues and profitts of all and singular the premisses and of every part and parcell thereof *To have and to hold* the said severall recited Indentures

and the said severall and respective messuages or Tenements & premisses with all and singular their appurtenances and every part and parcell thereof unto the said Daniel Scott, Robert Gill, Robert Walker, John Adams, Samuel Pindar, John Slaney, Thomas Lingard, Samuel Row, Thomas Poole, Jeremy Elgar, John Gregory, Samuel Rash, Henry Wall, Thomas Dewbery, Richard Lapley and Benjamin Rendall their Exec<sup>rs</sup>., Adm<sup>rs</sup>. and Assignes from henceforth for and during all the residue and Remainder of the said Terme of ninety five yeares which is yet to come and unexpired *Intrust* and for the use of the said parish of St. Katherine Creechurch a<sup>ls</sup> Christchurch London *And it was* concluded consented unto and agreed upon by and between all the said partyes to these presents That when all the said partyes Grantees and Assignees in these presents shall be dead (Except two or three at the most) That then the Survivors shall at the costs and charges of the said parish order a good and sufficient Grant Assignment Conveyance of the said severall recited Indentures and of the said severall and respective Messuages or Tenements and premisses And of all their respective Estates Terme, Trust and Interest therein for and during the residue and Remainder of the said Terme of ninety five yeares which shall be then to come and unexpired to such other number of Parishioners of the said parish and their Exec<sup>rs</sup>. and Adm<sup>rs</sup>. and Assignes *Intrust* for the use of the said parish of St. Katherine Creechurch a<sup>ls</sup> Christchurch. An Order of the Vestry of the said parish shall for that purpose be appointed, directed, requested and desired *In Witnesse* whereof the partyes first above named to these present Indentures Interchangeably have set their hands and seales, the day and yeare first above written.

(signed)

Thomas Gardiner.

Humphry Cocke."

## V. c. 5.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*Extract from MS. 1213/12 (25th August 1738).*

(NOTE.—The references to Mills and Boone indicate that there was a conveyance supplemental and of even date to MS. 1213/5 (28th July 1657).)

And whereas by indenture of lease and release bearing date respectively the 19th and the 20th days of December one thousand six hundred and fiftysix made or mencioned to be made between James Whitbee and Ellen his wife and William Whitbee son and heir apparent of the s'd James Whitbee of the one part and Henry Boon and Richard Mills of the other part they the

s'd James Whitbee Ellen his wife and William his son did for the consideracons therein mentioned Grant and Release unto the said Henry Boon and Richard Mills the Messuages or Tenements and premes aforesaid TO HOLD to them their Heirs and Assigns for ever AND WHEREAS by Indenture of Assignment dated the 28th day of July one thousand six hundred and fiftyseven made or menconed to be made between the aforesaid James Whitbee and William his son Abraham Stanyon Henry Boon and Richard Mills of the one part and John Lingham and Thomas East and other Inhabitants and parishioners of the said parish of St. Catherine Cree Church of the other part they the s'd James Whitbee, Abraham Stanyon, Henry Boon and Richard Mills for the consideracons therein menconed Did grant and release unto the said John Lingham citizen and plumber and Thomas East Citizen and Merchant Taylor of London and others the messuages or Tenements and premises aforesaid TO HOLD to them their Heirs and Assigns IN TRUST for the said parish for ever.

V. d.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*Extracts from the Vestry Minute Book (for the period 1639 to 1718)*  
*St. Katherine Creechurch. MS. No. 1196, Guildhall Library.*

[Pp. 19-21.]

*Die Mercury 5th May, 1641.*

"Jacob Holditch Mr. Ffernandoes man." The above occurs among some 200 names of members of the congregation in the copy of a solemn affirmation of adherence to the Church of England.

[P. 71a.]

*Thursday the ffourth of December 1656.*

"At a generall meeting then held in ye Vestry howse of the Pish of Katherin Creechurch London upon ye request of Mr. James Whitbey it was ordered and agreed as followeth vizt.

That the moneys w<sup>ch</sup> the said Mr. Whitby is indebted unto ye said pish shalbe by him or his assignes forthwith paid unto ye feeffees in that behalfe To the intent the same moneys shalbe by the said feeffees dispoased upon ye accompt of and for ye use of the poore of the said Pish And that the said Mr. Whitbey shall pay but fflower pounds p cent pro Anno interest for ye same moneys from ye Borrowing thereof untill this pSent Day to bee reckoned

and accompted And ye said feeffees are to accept of the same flower pounds p Cent and Discompt at ye said Rate what interest money the said Mr. Whitby has already paid Anything in the Mortgage or assurance made by the said Mr. Whitbey to ye said feeffees for securing the repayment of ye said moneys to ye Contrary notw<sup>th</sup>standing."

[P. 72.]

. . . & *twentieth ffbruary* 1656.

"A purchase for six howses lying partly in Distaffe Lane and partly in the old change being proposed to be made for the use of the said Parish It is agreed that W<sup>m</sup>. Bond esq<sup>re</sup>. shall proceede in the same as to y<sup>e</sup> perfecting of the said purchase. Which is assented unto by" (11 signatures).

[P. 74a.]

*Friday the 17th July* 1657.

"At a meeting of the Committee . . . (*First two paragraphs follow*)"

"That (by reason satisfaction cannot be had in Reference to y<sup>e</sup> title Six howses lying partly in Distaffe Lane and partly in y<sup>e</sup> Old change) the deeds and writings concerning Mr. Whitbeys two howses shalbe forthwith veiued by Councill And this in case y<sup>e</sup> title thereof appeare to be good then further proceeding may be had therein."

[P. 75.]

. . . —<sup>th</sup> *July* 1657.

"And it is agreed that W<sup>m</sup>. Bond esq<sup>re</sup>., Mr. Cliffe, Mr. Marriott, Mr. Velley, Mr. Lingham, Mr. Peterson, Mr. Stonehall, Mr. Thorp, Mr. Ashbey, Mr. Owre ; Mr. Revett or any two of them with y<sup>e</sup> churchwardens shall ask for y<sup>e</sup> purchase of Mr. James Whitbeys two howses for y<sup>e</sup> use of the parish Which howses are proposed to be upon Sale at y<sup>e</sup> rate or price of Eight hundred and forty pounds."

[P. 75a.]

*Friday the 24th* . . . 1657.

"At a meeting of y<sup>e</sup> Committee John Cliffe, . . . liam Bond esq<sup>re</sup>, William Velley, John Cheese, Abraham Stanyan, Thomas Parris esq<sup>re</sup>, George Thorp, Henry Foster, William Hollins, James Atkinson, John Revett (*a*) and Thomas Ashbey being then and there present It was ordered and agreed as followeth vizt.

[2nd para. omitted.]

. . . . .

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(a) John Revett was the citizen and brazier who purchased and hid during the Commonwealth the statue of Charles I. which has since stood near Charing Cross. (*Dict. of Nat. Biog.* Vol. XXXIII. p. 129.)

Item William Bond esq<sup>re</sup> was desired to Disburse what money should bee wanting to make up y<sup>e</sup> purchase of Mr. Whitbey's howses upon y<sup>e</sup> Accompt of y<sup>e</sup> Parish which the said William Bond assented unto.

Item it was thereupon Ordered and Agreed that y<sup>e</sup> Churchwardens for y<sup>e</sup> time and from time to time being should Reimburse y<sup>e</sup> said William Bond by the Rents yssues and profitts of ye said howses."

[P. 78.]

. . . *August 1657.*

"At a meeting of the Committee then held in the Vestry howse of the Parish of Katherin Cree Church, London, William Bond Esq<sup>re</sup>, Mr. Robert Peterson, Mr. Richard Lingham, Mr. John Cheese, Mr. John Stonehall, Mr. George Thorp, Mr. Henry foster, Mr. William Hollins, Mr. James Hinde, Mr. John Smith, Mr. Thomas Ashbey and Mr. John Brand, Being then and there present, It was Declared as followeth :

[*Two paras. omitted.*]

Item att the same time, th'accompt of William Bond Esq<sup>re</sup>, Mr. Richard Lingham, Mr. Robert Peterson and Mr. Abraham Stanyan under all their hands in reference to the money and Estate of Dr. Dennysons and the two houses purchased of Mr. James Whitbey, was tendered by the said William Bond Esq<sup>re</sup> to the Churchwardens, and Mr. Humfrey Cliffe, Mr. Thomas Parris, Mr. John Marriott, Mr. William Velly, Mr. George Thorp, Mr. Henry foster, Mr. John Smith, Mr. Richard Richardson, and Mr. Thomas Ashbey, or any fflower of them were appointed to Audit the same Accompt."

[P. 82.]

*Thursday the 5th December 1659.*

"At a Vestry then held in the Parish Church of St. Katherine Cree Church als Christchurch neere Aldgate London by us whose names are subscribed, Being of the most Auntient cheife and Substantial psons Inhabitants of the said pish It was Ordered, That the surviving Trustees who bought and purchased or were named as Purchasers in Trust for the said Pish either of the Remainder of a Lease for Ninety Nine yeares, or the inheritance of certaine Messuages or Tenem<sup>ts</sup> with Th'appurtenances situat in Creechurch Lane in ye said parish of Cree Church Shall for settling of severall and Respective Pious and Charitable intentions, according to and in pursuance of the respective last Wills of the severall Donors and benefactors hereafter named forthwith grant unto Abraham Stanyon Plaisterer John Bird Goldsmith William Williams Merchanttaylor John Meadowes and Thomas Parker Haberdashers Nicholas Wylde Merchant John Brampston Clothworker Thomas Rolfe and John Peterson Apothecaries Matthew Mills Goldsmith Thomas ffisher Haberdasher and John Brand Grocer Cittizens of London.

and Parishioners for and on the behalfe of the said Pish ONE Annuity or yearly rent charge of Twenty Eight Pounds Three shillings and fflower pence of good and lawfull money of England. To bee for ever yssueing and going out of all and every th'afores<sup>d</sup> Messuages or Tenements and prmises with thappurtenances, VIZ'T TENN Pounds of lawfull money of England in lieu of the Two Hundred pounds left by St. John Giare Knt. late Lord Mayor of the Citty of London Deread (*sic*) to bee distributed on the Sixteenth day of October in every yeare, FFIFTY THREE Shillings and fourpence of like money in lieu of the fifty pounds left by Edward Rennick deceased to bee distributed to and amongst Six poore of the said parish proportionably on oath Wednesday in Lent yearly THIRTY shillings of like money in lieu of Twenty pounds left by Andrew Blackwell deceased to be distributed in bread unto and amongst the Poore on St. Andrews day in every yeare, FFORTY shillings of like money in leiw of forty pounds, vizt. Twenty pounds left by William Bond Esq<sup>re</sup> to be equally disposed of and paid to Eight of the Poore people of the said parish, who have been Inhabitants in the same parish by the space of Seaven yeares together, upon St. Martins Day in Winter, being the Eleaventh day of November every yeare The nominacion of which Eight Poore Inhabitants to bee made and approved by the said William Bond during his life AND Twelve pounds of like money in leiw of part of the money Goods and Chattells which were by deed made by and from Magdalen Dennyson deceased, given and granted to the aforesaid William Bond and Richard Lyngham Abraham Stanyan and Robert Peterson Intrust for the use of the poore and Repaire of the Church of the said parish WHICH twelve pounds is to bee distributed by the Churchwardens and six or more of the Auntient Inhabitants of the said Parish where most need shall appeare Viz<sup>t</sup>. On the five and twentieth day of December and Good fryday in every yeare by equall proportions, The first payment out of the said moneys Goods and Chattells of the within named Magdalen Dennyson to begin and bee made on the ffive and twentieth day of December next happning after the within named William Bond Esquire shall bee paid and reynbursed the money by him lent to and for the said parish and added to the within mençoned sumes in buying and purchasing the within Specified Messuages or Tenements with thappurtenances Situat in Cree Church Lane from James Whitby Deceased and others."

16 *Signatures.*

[P. 95a.]

*Friday the Tntith day of January 1662.*

"Ordered that for the present supply of the Occasions of this Parish for the repayre of the Church, Steeple, Bells and other the affaires of the said Parish, till moneys shall by way of Assessment or otherwise be raised, that



the sum<sup>e</sup> of flower hundred and fifty pounds shalbe borrowed and taken up at Interest after the rate of Six pounds per Centum pound, of Mr. John Lockey for a Twelve moneths tyme, And that for the same Mr. John Lockey his security, the howses belonging to this Parish which were heretofore purchased of Mr. James Whitbey shalbe mortgaged to the said Mr. John Lockey by the surviving trustees who are interested in the lease for Ninety nine yeares thereof for and during all the residue yett to run of the said terme, And that there shalbe no more or further sume of money borrowed upon the said howses till the said sume of fower hundred and fifty pounds with the Interest thereof be paid to the said Mr. John Lockey."

[P. 100a, para. 3.]

*Thursday the three and twentieth day of Aprill 1663.*

"Ordered this day as followeth (vizt.) that Mr. Deputy Cliffe shall from henceforth receive the Rents of those howses which are mortgaged to Mr. J<sup>no</sup>. Lockey for security of the fower hundred and fifty pounds by him lent to this Parish, and that out of the same rents he shall satisfy Mr. Lockey such Interest moneys as from tyme to tyme shalbe and growe due for the said £450 and shall Accompt and pay over the residue of the said Rents to the Churchwardens of this parish for the tyme being."

[P. 101.]

"Whereas Mr. Alderman William Bond did heretofore lend this Parish the sume of two hundred pounds towards the Purchase of the howses in Chreechurch lane w<sup>ch</sup>. money is still due and owing to him, And whereas Sr. John Gayer knight did by his Will give to the Poore of this Parish the sume of Two hundred pounds to be laid out in some apt purchase of lands or howses of Inheritance which money so given to the said Poore Sr. Robert Abdy Knight and Executor of the said Sr. J<sup>no</sup>. Gayer did putt into the hands of the Company of Merchant Adventurers to the intent the same should there remaine at Interest, till a purchase according to the Intent and minde of the said Donor would be procured, It is now Ordered that the said Two hundred pounds so given to the Poore by the said Sr. J<sup>no</sup>. Gayer be forthwith demanded of the said Sr. Robert Abdy, and be gotten in, and paid to the said Mr. Alderman Bond in satisfaction of the said Two hundred pounds by him lent as aforesaid, And that Mr. Alderman Bond, Mr. deputie Cliffe, Major Stanyan, Mr. Blackwell, Mr. Peterson, Mr. Lingham and the two Churchwardens do attend the said Sr. Robert Abdy forthwith to show him the Deeds of the said Purchase, and the deed by which the said Purchased howses are Charged why (*sic*) a Valuable Annuity for ever to be paid to the use of the Poore of this Parish in Consideration of the said Sr. John Gayers guift."

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[P. 147.]

*Sunday the Third day of May 1674.*

“ Present

<p>The Churchwardens Mr. R. Butler Mr. Ashby Mr. Linton Mr. Thorpe Mr. Game Mr. Inskipp Mr. Silsby Mr. Lambert Mr. Lewis Mr. Wilkins</p>	<p>Mr. Core appearing and it being moved to him, that the Parish hath an opportunity to lett his house, and the Synagogue house together to the Jews, he was asked if he would be content to resigne his interest to the Parish and upon what termes, and being desired to propose his mind therein to the Vestrye, he freely left it to the Vestrye to allowe him what they should think fitt for it, And thereupon he withdrawing, the Vestrie debated it, and Ordered that he shall have Eightene pounds in money and be acquitted of the Twelve Pounds rent due from him to the Parish—Provided he do give them possession of his house at Midsomer next incase the (<i>sic</i>) do agree with the Jews, and being called in again, he was made acquainted w<sup>th</sup> the said Order and acquiesied therein.</p> <p style="text-align: right;">Thos Fisher Rich<sup>d</sup> Weston Churchwardens Thos Ashby Isaac Lambert.”</p>
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[P. 193.]

*Fryday the 28<sup>th</sup> day of January 1686.*

“ Forasmuch as the Trustees of the Annuity of £28-3-4 heretofore charged upon the Jewish Synagogue and the dwelling house thereto adjoining are all dead except Major Wm Williams and Mr Nicholas Wyld. Ordered that the same annuity be conveyed by the said Major Williams and Mr Wild to

Robert Butler	Peter Gray	Thomas East	John Pawling
Richard Turville	John Alder	William Crouch	Joseph Cox
Henry Lewes	Thomas Gardiner	Edward Staverton	Robert Taylor
John Aeld	Robert Buckland	Andrew Gull	John Sherman
Humphrey Cock	John Bland	Paul Darly	George Alder
Thomas Parker	Nowell Bassano	Robert Wooley	Henry Hill

Robert Pond John Lingard Christopher Raper Edward Hull  
Zachariah Hayward Nicholas Brackle and Richard Draper  
Upon the Trusts and to the uses intents and purposes in the former deed of Trust.”

[P. 217.]

*Wednesday the 4th of Aprill 1694.*

“ Whereas this parish is indebted to Madam Newman in the sune of One hundred and fifty pounds lent upon the security of the sinagogue, who calling

her moneys in and Mr. Churchwarden Cornock offering to pay off the said debt in case he may have the same security transferred to him, which is accordingly ordered."

[P. 219a.]

*Tuesday the 15th of May 1694.*

"Ordered that the Churchwardens Mr. Dep<sup>ty</sup> Gardiner Mr. Bland Mr. Gray Mr. Parker Mr. Stanier and Mr. Cornock or any three of them bee a Committee to treat with Mr. Darby and his Landlord in order to enlarge the Jews Sinagogue. And they to report their transaction herein to the Vestry." (a)

[P. 228a.]

*At a vestrey held the Second day of February 1697/8.*

"Mr. Gomes-serra appearing to treat on behalfe of the Jewes for a longer terme in the Synagogue in regard their Lease thereof expyres at Midsomer next. It was Ordered that a new Lease be granted them of the said Synagogue for 7 yeares or more to commence from the expiraçon of the p Lease At the old rent of 60£ and under the like Covenants as in the old Lease, onely with this Addiçon That the Jewes be at liberty after the first yeare to have the premisses upon 6 months notice notwithstanding such Lease."

[P. 242.]

*At a Vestry 13th of November 1701.*

"Ordered that the Churchward<sup>ns</sup> taking three of the Gentlemen of the Vestry & a Workman or two with them do take a View of the Sinagogue and an Inventory of things fixed therein."

[P. 242a.]

*Wednesday 10th December 1701 Att a Vestry.*

"This Vestry was called in order to consult about letting and what to do with the Old Sinagogue. It is ordered that another Vestry be forthwith called And that the Jews concerned in the old Lease have notice thereof and be summoned to attend the Vestry And to Quitt the Synagogue or to take a New Lease thereof."

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(a) It is to be supposed that Mr. Darby's house was the building to the west of the Synagogue, which is shown in Ogilby's Map of 1667. (PLATE 4 ii.) This scheme for a further enlargement of the Creechurch Lane Synagogue did not materialize, and the erection of a new synagogue in Bevis Marks was taken in hand a few years later.

[P. 242a.] *Monday, 15th of 10ber 1701 att a Vestry.*

“ Att this Vestry Mr. Gomeseras, Mr. Symon Rodriguez, Mr Rowland Gideon and Mr. Moses ffrancia appeared in order to Treat about the Buisness of the Synagogue which they hold of the Parish. The matter being debated It is unanimously ordered and agreed that the above menconed Jews shall have a Lease of the said Synagogue granted them for 21 yeares from the expiracon of the Agreement in being with Liberty for them to renew for 10 yeares longer at 50£ p. anno rent. The Jews making the same into two substantial houses and keeping and Leaving the same in repair And upon no other Termes And the above menconed Jews being called in were acquainted with the Resolucon of the Vestry who desired time till Thursday next to consider of it, which was given them.”

[P. 243.] *Wednesday 21<sup>th</sup> January 1701/2 Att a Vestry.*

“ At this Vestry Mr. Gomesera Mr. Alphonso Rodriguez and Mr. Moses Francia appeared on Behalfe of themselves and the rest of the Jews to take a New Lease of the Synagogue Itt is agreed and ORDERED that a new Lease shall be granted them for 21 Years from Midsomer next at 40£ pound Rent To which time the old Rent of 60£ p. Anno is to Continue.”

[P. 243.] *Sunday 15th February 1701/2 att a Vestry.*

“ Whereas the Churchwardens of the parish of St. Andrews Undershaft. have drawn upp a petition to the parliament in the name of their own and of this and of some other parishes concerning the getting an Act to compell the Jews to provide for such of the Jews as shall be become Converts to the Christian Religion Which petition the said Churchwardens presented to this Vestry desiring the Churchwardens and Vestry of this parish to sign the same : It is ordered and agreed by this Vestry that Mr. Chesheir and Mr. Woodcock the Churchwardens and other the gentlemen of the Vestry do sign the s<sup>d</sup> petition, And that this parish do Joyne & Assist in the Obtaining such act as aforesaid.” (b)

*From the parcel marked “Parish v. Bentham” in the first box out of the series of five boxes catalogued as “Miscellaneous Papers relating to St. Katherine Creechurch : MS. No. 1214,” Guildhall Library.*

[NOTE.—The following notes were apparently made about May 1758 ; they have clearly been extracted from a Vestry Minute Book for the period 1730 to 1750 which is not now in existence.]

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(b) This Act of Parliament was duly passed. It had arisen from the refusal of J. M. de Brito to support his baptised daughter. (See H. S. Q. Henriques, *op. cit.*, pp. 168-9.)

“ At a Vestry held the 26th day of November 1731.

Ord<sup>d</sup> that a Lease of ye House late in the Occupation of Jacob Martin decd to Nich<sup>s</sup> Lawes for 14 years to commence at Michaelmas last at £32 p. ann.”

“ At a Vestry held on Wednesday the 1st of Febr. 1737.

The House Cree Chh Lane being new built by Nich<sup>s</sup> Laws Ord<sup>d</sup> that he have a Lease for 21 Years & at ye expiration of the first 21 years Mr. Robt Jennings to obtain a further term of 21 years.”

“ At a Vestry ye 16th July 1745.

Resolved that Mr. Stibbs & Mr. Hudson forthwith repair the House Late Nich<sup>s</sup> Lawes for a Workhouse the same to be compleated by Mich<sup>s</sup> next according to ye Estimation.”

delivered for £234.”

V. *e*.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*Extracts from the Workhouse Committee's Minute Books (MS. 1204, Guildhall Library, Vols. I. to IV.) of the Parish of St. Katherine Creechurch.*

25 Sept. 1745.

[Vol. I. No page numbers.]

“ Ordered that Mr. Baldree Plumber make a Leaden Cistern not to exceed 7 Hundredweight Marked St. Cath: Cree and to be fixed in the workhouse of this Parish at a guinea p. qwt.” . . .

(*Same day.*)

“ Resolved that the Poor remove to the new Workhouse by Sunday next being Michaelmas day.”

27 April 1748.

“ Ordered blinds for the 2 Windows of the Hall.”

8 Aug. 1759.

“ Ordered that the Back Wall of the Workhouse be repaired forthwith.”

17 April 1765.

“ Iron bars to be affixed against the windows on the ground floor.”

7 Jan. 1767.

"Ordered that the Vestry Clerk do enquire whether a Jew can gain a Settlement in any Parish, & whether the Jews Synagogues are by Law Compellable to maintain their own Poor."

7 May 1772.

"Ordered that the Windows of the 2nd Story of the Workhouse be thoroughly repaired with Glazing and Ironwork."

29 July 1773.

"Mr. Churchwarden Thorp acquainted the Committee that he has applied to Mr. Alderman Bull in relation to his Warehouse & Stable adjoining to the Workhouse which would be very proper & convenient to Employ the able Poor in some necessary Works, who at present are an useless burthen on the Parish—And that the Rent of such Warehouse & Stable is £25."

. . . . "agreed that the same be taken upon Tryal for 1 year accordingly."

21 March 1776.

Answer to 3rd Question asked by Mr. George White Clerk to the Committee of House of Commons :—

"The House which is now & for a considerable number of years past has been used by the Parish as their Workhouse is their Freehold—Was not built for a Workhouse but with other Premises was many years ago left by Will to the Parish—And if let for a private House would produce about £25 per Ann."

"The Workhouse will accommodate about 45 Poor."

Ans. to 15th Ques. :—

"Bounded on East by St. Botolph without Aldgate.

" " " South " St. Catherine Coleman.

" " " S.W. " Allhallows Staining.

" " " W. " St. Andrew Undershaft.

" " " N.W. " Allhallows London Wall.

" " " N. " St. James Dukes Place."

12 Nov. 1781.

"Ordered that the Room in the Workhouse called the Master's Room up one pair of Stairs even with the Committee Room be used as a Lodging room for such of the poor as the Churchwardens shall think proper to lodge therein."

15 Sept. 1783

"The Workhouse wanting repairs & . . . particularly the Roof to be new ripped & thoroughly repaired, And Mr. Search Carpenter attending informed the Committee that the Gutters are so sunk & the Tying so bad

that the same must be relaid, not being able to bear a partial repair, & imagines by the outward appearance that the Rafters & Girders must be in a bad state, but this cannot ascertain until the Tying be taken off—And that some of the Chimnies particularly the Committee room Chimney must be in part taken down . . . And that the Pavement of the Yard must be relaid—Computes that the repairs may amount to £25 or thereabouts.”

21 Oct. 1785.

“The Churchwardens & Committee having viewed the several rooms . . . in the Workhouse, thought proper to allot for the sole & particular use of the Master & Mistress, the present Committee Room, & the Bed Chamber behind it & none other. And Ordered that the lower Room opposite the Kitchen be the Room for the Committee to meet in for the future, & that the furniture of the present Committee Room be removed to the other. And the Committee are of opinion that the 2 Rooms on the right hand side up one pair of Stairs, be laid into one for the use & accommodation of the Poor. . . .

“Inventory :—

“Master’s Room up one pair of Stairs on the right hand ”

“Committee Room ”

“Mistress’s Room ”

“Hall below.”

“Kitchen.” . . .

“27 Beds.”

7 Aug. 1788.

“It was Ordered that the Room over the Kitchen in the Workhouse be fitted up for the Reception of the Men as a Bed Room.” . . .

[Vol. II. p. 22.]

3 Nov. 1796.

“That the Workhouse Stair Case be repaired by Mr. Bridger where necessary.”

[P. 64.]

1 Aug. 1799.

“Ordered that the Churchwardens do order such painting to the outside of the Workhouse as they think necessary.”

[P. 120.]

10 June 1802.

“Ordered that the House adjoining the workhouse do remain the same until a Vestry be called.”

[P. 211.]

5 Nov. 1807.

"Mr. Bridger having at the request of the Churchwardens examined the back front of the Workhouse reported that it wanted repair." . . .

[P. 346.]

2 Feb. 1815.

"Mr. Bridger submitted to the Committee a plan of the Workhouse & the next house, with an intended communication between them for the better accommodation of the Poor. The Com<sup>tee</sup>. having inspected the plan agreed to recommend it to a Vestry, & desired the Churchwarden to acquaint the occupiers that they must quit at Lady Day."

[P. 430.]

16 Dec. 1817.

"The Com<sup>tee</sup>. were of opinion that it sh<sup>d</sup> be recommended . . . that a Gas Light should be placed in a situation the most convenient to light the Front of the Workhouse and the Approach to it."

[Vol. III. p. 331.]

2 July 1829.

"The Com<sup>tee</sup>. recommended the Churchwardens to send the Poor to Mr. Deacon's during the Repair of the Workhouse."

[Vol. IV. pp. 298-299.]

21 March & 4 April, 1838.

"The Churchwarden informed the Meeting that they were called together to consider the best mode of disposing of the Workhouse, Furniture & Utensils." . . .

"It was then Resolved that the Furniture . . . be sold by public Auction."

"That the Workhouse be let by public tender on Lease for 21 years at least and that a board be affixed in some public place . . . requiring tenders to be sent to the Churchwardens on or before the 30th of April instant."

[P. 305.] Abstract.

21st June 1838.

The Committee resolved that the House should be let to a responsible Tenant on Lease for 21 years at a Rent of £45 p. annum the Lease to contain the necessary restrictive covenants agreeable to the former Resolutions of the Committee. Previously Mr. Lewis Levy of 17 Mitre St. Aldgate had offered "to give £25 a year for part of the Workhouse for as many years as the Parish might approve and requiring a partition in the one pair and other alterations."



V. *f*.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*From the parcel marked "Old Law Papers" in the first box out of the series  
of five boxes catalogued as "Miscellaneous Papers relating to St.  
Katherine Creechurch : MS. No. 1214," Guildhall Library.*

*Extract from Tradesman's Account re Repairs to Workhouse in 1745.*

Extray Bricklayers & Plasterers Work to 4 Chimneys.	0	4	0
For repairing the Workhouse according to a plan,			
Ellevation and particulars . . . . .	£234	0	0
Extrey accatond by taken down and building a party			
wall—shore wedges & baces . . . . .		0	18
For shoreing one story to back front and making good			
Floor & windows . . . . .			

V. *g*.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*From the parcel marked "Parish v. Bentham" in the first box out of the  
series of five boxes catalogued as "Miscellaneous Papers relating to  
St. Katherine Creechurch : MS. No. 1214," Guildhall Library.*

*Extracts from a draft of a Brief for Counsel drawn up by Mr. Dan Highmore  
of St. Mary Axe, Lawyer to the Parish. (Initiation of Proceedings,  
Spring 1755. Date of actual Trial, July 1757.)*

These two Houses join to each other and are a Charity Estate belonging to the Parish of Saint Catherine Cree Church otherwise Christ Church London and are situate in that parish and in the Ward of Aldgate and front North on a Lane called Cree Church Lane almost opposite to the gate leading into Dukes Place. The one of which houses is used by the Parish as a Workhouse for the Habitation and Employment of their poor and the other (which is a Corner House) is occupied by one Mr. Jennings a Callender; And the South or Backfronts (where all the Lights in Question are) were bounded by and did join close to certain Sheds or Wooden Buildings belonging to and within these four or five years purchased by the Def<sup>t</sup> Bentham and by him lett as Warehouses. . . . See the Plan. In the roofs of such sheds or warehouses there were three sections or divisions which roofs were carried up Taper and the tops or points of two such Divisions were about 5' 8" and the other division of such roofs was carried about 10' 9" from the tops of the fronts of such sheds.

The said workhouse has in the Backfront thereof eight Lights or Windows & the Callinders House has one small Light in its said backfront which are the nine lights in question & are placed in the following manner, vizt. Four of the Workhouse Lights (being Dormer Garrett Windows) looked quite over the Roofs of the Def<sup>s</sup> Sheds; two of the said Windows in the Middle or Second Story of the Workhouse looked through or between the Divisions of Roofs of such sheds. But another window in the same Middle Story of the Workhouse & a very large Window under it at the West End of the S. or backfront of the said Workhouse were a little beyond the West End of the Defts. s<sup>d</sup> Sheds or Warehouses, and looked over another little low Shed of the Defendants lately built (& where formerly stood a Boghouse) with a Roof sloping upw<sup>ds</sup> from the West End of the s<sup>d</sup> other Sheds so as not to darken such lower most Window—For against the lower part of such last Window the Inhabitants of the s<sup>d</sup> Workhouse had formerly nailed or permitted to be nailed up Boards thereon to prevent the Stench of the Bog-house under it from being offensive.

The eight windows in the Workhouse by the very stile of the frames of them prove themselves to be very old windows & probably coeval with the Building of these houses themselves (which were not consumed in the Fire of London but were built before the year 1638 as appear from the Title Deeds thereof). The same being purchased by the Parish of St. Catherine Cree Church in the year 1656 with diverse moneys of the s<sup>d</sup> parish given for charity particularly with £200 left by Sir Jno Gayer for the purchase of Lands.

Ab<sup>t</sup> 16 years ago the House now in the Occupation of Jennings being very old & ruinous, the same was lett on a repairing Lease to one Laws a Builder for the Term of 61(*a*) years at £6 a year which is paid by his Representative to the Parish; and only one of the Windows in Question (*vide* the plan) is in the South front of this house.

The Messuage now the Parish Workhouse and also the s<sup>d</sup> Jennings House were many years ago used by the Portuguese Jews for their Synagogue who ab<sup>t</sup> the year 1700 removed from thence to their present Synagogue in Bevis Marks then newly erected—Whereupon the same were then again made into two Dwelling houses; & that which is now the Workhouse was long inhabited by one Mr. Martin a Jew & by various other people after him; till growing very ruinous the Parish resolved to repair the same & fit it for a workhouse for their poor, who till then had been forced to hire a house for that purpose. And accordingly by Order of Vestry in the Year [*left blank(b)*] the same was so repaired and has ever since been and still is used as a Workhouse.

The plan and elevation of the premises annexed (which *vide*) was taken

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(*a*) ? Should read "21 years."

(*b*) According to the Vestry Minute cited in the concluding paragraphs of Appendix V. *d* (p. 117), this resolution was passed on July 16, 1745.

by Mr. Dance the City Surveyor while the s<sup>d</sup> Def<sup>ts</sup> Sheds or Warehouses were standing and exactly describes not only all the Windows in Question ; but also the form of the sides and roofs of the s<sup>d</sup> Def<sup>ts</sup> Sheds or Warehouses as such Windows appear'd looking over and through the Sections of such Roofs respectively into the Yard or Area of the s<sup>d</sup> Def<sup>t</sup> before the fronts of such Warehouses from which spot this plan was taken. [See PLATE 7.]

The Estate and preñes of the Def<sup>t</sup> which these Windows in Question look'd over and into as af<sup>d</sup> is a Square : the South Entrance to which is from Leadenhall Street by a wide gateway under some house of the Def<sup>t</sup> fronting Leadenhall Street (which house after a dispute of this sort with Mrs. Mary Ryder he purchased of her ab<sup>t</sup>      years ago) the Backparts whereof form the South side of such Square. On the West Side is a pile of Warehouses of Brick erected by the Def<sup>t</sup> about four years ago. The Gavel or North End of which Brick Warehouses comes within about [left blank] yards of the Westernmost End of the South Wall or Backfront of s<sup>d</sup> Workhouse. So that there was a Space between the Gavel End of such Warehouses & the said Westernmost Windows of the Workhouse of [left blank] and at or about the spot where those last named Warehouses are stood the ancient Dwelling house which the Def<sup>t</sup>. pulled down to Erect these Warehouses.

On the East side of the s<sup>d</sup> Square was a pile of Wooden Sheds or Warehouses and on the North side of the s<sup>d</sup> Square were these very Sheds and Warehouses joining to the s<sup>d</sup> South Walls of the s<sup>d</sup> two Parish houses and also the s<sup>d</sup> little shed under the lowest window on the Westernmost part of the said Workhouse Wall built on part of the s<sup>d</sup> space—of about 10 or 12 feet as before described, and in the middle of this square was a large open Space or Area in which in the Memory of several of our witnesses grew one or more large old trees wherein there were Rook's Nests ; And all the ground—except where the said Dwelling house stood was most probably formerly a garden to such Dwelling House.

Some of our Witnesses who were Apprentices to the s<sup>d</sup> Hunter remember that the s<sup>d</sup> Sheds or Warehouses had the appearance of fresh Buildings and some of the very old Jews (whom we hope to procure) well remember there were no buildings at all against the South or Backfronts of the Parish houses when used as their Synagogue & that these sheds or warehouses were built about the year 1700 on part of the s<sup>d</sup> void space of Ground by which they entirely stopp'd up a lower Window in the House of the s<sup>d</sup> Jennings then part of the Synagogue at the East End of the s<sup>d</sup> Back Wall (which does not appear in the plan because it was not seen till the Def<sup>ts</sup> Sheds were pulled down) but as the Jews were soon to quit the Synagogue (& the Window was not of much use) they did not care to trouble themselves with any prosecution ; which had they continued in the Synagogue they had certainly done, & being parish houses & always lett, the parish might not afterwards concern themselves about it.

*Under the heading "2nd Objection."*

& even these sheds only extended under three of the Easternmost Windows on the S. Front of the Workhouse & under the window in Jennings house—but the two windows at the West End of the said South front of the Workhouse looked over an area or void space of ground whereon only a Boghouse stood;

*Under the heading "3rd Objection."*

Some of these are staircase windows therefore necessarily irregular & of different sizes and as is before stated were Original Windows in the Bldg. But the fact is that although the North front of the Workhouse was abt ten or eleven years ago rebuilt yet this South Front was only repair'd and no manner of alteration made in these windows and that on repairing the same the Workmen discovered that that part of this South Wall was only one Brick thick in some parts and a brick and a half above, so that it was astonishing that the same had not fallen down—which also shews (if it will make for us) that it was not party wall.

Mr. Abr. Martin { to prove that a Window in one of the Houses on pulling  
down Def<sup>ts</sup> Buildings was discovered to have been stopped  
up within the memory of man & was stopped up on the  
inside with lathe and plaister and as this Witness believes by permission of  
his father who then was Tenant to the parish of the same.

Mr. Abr. Martin { to prove that the Boards which appeared to be nailed  
against the Underpart of the lowest Windows at the West  
End of the Workhouse Wall were done by and at the request of Mr. Martin's  
family who then dwelt therein for their own conveniency to keep out the  
Stench of the Boghouse which came through such window and was extremely  
offensive.

## V. h.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*From the parcel marked "Parish v. Bentham" in the first box out of the  
series of five boxes catalogued as "Miscellaneous Papers relating to  
St. Katherine Creechurch: MS. No. 1214." Guildhall Library.*

## I.

*From two Rough Memoranda, undated but probably 1757. The eight  
opening names have been extracted from a longer list.*

Abr. Martin.  
Abr. Fernandez.  
Isaac Robles.  
Moses Robles.

Isaac Francia.  
Mr. Moses Machardo.  
Jacob Nunez.  
Mr. Ximenes.

You had best send a man to Mr. { Abraham Martin, Wandsworth, ag<sup>t</sup> ye-  
Martin for fear the penny post { George (offer Martin a Coach)  
letter shd miscarry { Wormwood Street.  
Fernandes—Mr. Martin's acquaintance..

Isaac Francia in Lambeth St. Goodman Fields

Perhaps Mr. Fullagar may choose { Isaac Robles at the first Bakers in-  
to speak to them before letters { Houndsditch.  
are sent them { Moses Machardo—at Garaways.  
Solomon Ximenes—Cokes Court Camo-  
mile Street.

Names of Witnesses on Account of  
Benthams Warehouses.

Backfront,  
51 foot 7 inches

Jacob Fernandes Nunes	}	removed to ye new Synagogue in 1700
David de Robles		
Moses Machardo		
at Garaways Coffee House		
Moses Fernandes Nunes		
Solo. Fernandes Nunes		
James Sara		St Mary Axe
Abra : Martin & Fernandes his acquaintance		Wansworth
Abra ( <i>erased</i> ) Isaac Francia		

2.

*From another memorandum.*

Copy of a Letter to Mr. Dance, City Surveyor.

6 June, 1755

SIR,

The Building of M<sup>r</sup>. Bentham of which you took a plan for the P<sup>r</sup>sh. of St. Catherine Cree Ch is now taken down. Mr. Highmore, Attorney having called several times on you for a roof draught of the same which is necessarily wanted that we may forthwith give proper Notice. Satisfaction shall be made you for your trouble. Yo<sup>r</sup> speedy compliance will very much oblige the Gentlemen of the Parish

Yor Hble Ser<sup>t</sup>

R. B. VESTRY CLERK

## V. i.

FROM DOCUMENTS IN THE ARCHIVES OF ST. KATHERINE CREECHURCH  
(deposited in the Guildhall Library).

*From the parcel marked "Parish v. Bentham" in the first box out of the series of five boxes catalogued as "Miscellaneous Papers relating to St. Katherine Creechurch : MS. No. 1214," Guildhall Library.*

*Extract from a joint affidavit by two witnesses, one of whom is Rose Solomon, Wife of Nathan Solomon, of the Parish of Saint Catherine Christ Church otherwise Cree Church London.*

[NOTE.—This affidavit—albeit duly executed—was evidently not placed on the File. The "Mark" resembles Hebrew characters, but these are not decipherable.]

And this Deponent Rose Solomon for herself saith that she has known and is perfectly acquainted with the s<sup>d</sup> Messuage or Tenement now used as a Workhouse for the s<sup>d</sup> Parish for 29 y. at least and that in the back or S. Fronts of the s<sup>d</sup> Workhouse there were when She this deponent first knew the same 8 lights or windows in the very same places that they now are and were when the s<sup>d</sup> defendant Bentham pulled down his said warehouses and shed about six weeks ago . . . and that the s<sup>d</sup> warehouses or wooden pile of Bldgs of the s<sup>d</sup> Def<sup>t</sup> Bentham was near or joined to the said South or Back walls of the s<sup>d</sup> Workhouse and was built with sloping roofs so that the two middle windows of the s<sup>d</sup> workhouse look'd between such roofs . . . that the two lowest windows at the Westernmost End of the said Brick Wall of the s<sup>d</sup> Workhouse were beyond the s<sup>d</sup> warehouses or Buildings and look'd into a Yard or Area under the same upon which Yard within these two or three years a Shed was built by the s<sup>d</sup> Mr. Bentham or his Tenants upon the same as heretofore. And this Deponent saith that she is the better able to depose as above because she went to live as a Servant about twentynine Years ago with one Mr. Martin who then dwelt in the said Messuage (now the Workhouse) where and with whom she continued to live for some time and therefore well remembers that all the said Eight Windows and the said Workhouse and Warehouses were twentynine years ago in the same places and form as are herein before described.

Sworn at the publick Office in	The Mark of Rose	} [Mark]
Symonds Inn the 27th day of	Solomon.	
June 1755 . . . before me	Witness. R. Burking.	
H. Montague.		

## VI.

FROM THE BRITISH MUSEUM.

*Extracts from a bound Register (Add. MS. No. 34015) covering the period 13th Feb. 1655/6 to 10th Aug. 1657 and bearing the title "1655 Appearances of Persons coming from foraigne parts."*

[NOTE.—There are seven Registers altogether in this collection (Add. MSS. 34011 to 34017). No. 34011 covers Major-General Lambert's district—York to Northumberland, etc. MS. 34012 deals with the Western counties, whilst MS. 34013 embraces Wales and the remaining English counties. MS. 34014 records all the arrivals in London from various parts of England, and MS. 34015, of which excerpts are given below, is confined to arrivals in London from overseas. MS. 34016 contains the names of suspects living in London, Westminster and Middlesex; but scarcely any of the names are foreign, nor are any identifiable as Jewish. Finally, MS. 34017 is an index to two books (Registers B. and C. of suspected persons in 1655) which are now wanting to the collection. A pencilled note pasted inside MS. 34015, and seemingly written by a British Museum Librarian, states *inter alia*: "With the Appearance Books a perfect espionage was placed on the movements of people." Hence, although Rodriguez and the other immigrants are not stated in MS. 34015 to have been Jews, a careful scrutiny of all seven Registers has left me convinced that the Port Officers could not conceivably have ignored this fact, having regard to the surrounding names and circumstances.]

[P. 48. 1656.]

14th August.

18. Manuell Perera of London m'chant alien landed at Dover the 5th prnt out of the Pacquet boat from Dunkerq and come to Lo<sup>a</sup> the 8th and lodgeth at the house of Mr. Domingo Vast de Brighto in the pish of great St. Hellen and saith that about 3 months since he went into Holland and fflanders about his M'chandizeing affaires and is now returned, and that his Brother in law francisco de Medina is his correspondent at Amsterdam.

[P. 83. 1656.]

3rd December.

30. Stephen Rodriguez of Bayon in france M'chant borne in Portugall landed at Dover the 27th past out of the Pacquet boat from Callais and came

to London the first prst, and lodgeth at ye hand and penn, a writeing School-masters house in Cree Church Lane, and saith that he is come over with intent to live in London, and that Paul & Anthony de Porte two Brothers Portugalle inhabitants at Burdeaux are his correspondents there and here Mr. fardinand—Portugall m'chant in Leadenhall Street.

30. Anthony Balderede of Bayon in france, M'chant borne in Portugall landed at Dover the 27th past out of the Pacquet boat from Callais and came to London the first prst, and lodgeth at ye hand and penn, a writeing School-masters house in Creede Church Lane, neare the Dukes Place in the pish of Katherine Creechurch and that Paul & Anthony de Porte two Brothers Portugalls inhabitants at Burdeaux are his correspondents there and here Mr. fardinand Portugall M'chant in Leadenhall Street and that he is come over with intent to live in London.

[P. 89. 1656.]

*24th of December.*

32. fardinando Albin of Bourdeaux M'chant landed the 20th prst and came to London the 23rd and lodgeth in Leadenhall street near the house of Mr. Antonio ffernendos Car-va-jall Portugall M'chant, who is his correspondent here and saith he is come over about his m'chandizeing affaires haveing imported severall comodities intendeth with the pceed to buy goods here and return to Bourdeaux where his wife is his correspondent.

[P. 143. 1657.]

*13th of June.*

56. { fardinando Alvyn a Portugall but of Burdeaux in france M'chant  
Ant<sup>o</sup> de Porto a Portugall of Burdeaux in france m'chant  
landed at Dover the 10th psent out of the Pacquet boat from Callice and came to London the 12th and lodge at ye house of Thomas Lingar Plummer in Leadenhall street in the pish of Katherine Cree Church and say they are come to buy goods and intend to remain here about 3 months and after to return to Burdeaux and that Paulo de Porto m'chant is their correspond<sup>t</sup> at Burdeaux, and here Anthony fferdinando m'chant in Leadenhall Street.

## VII.

FROM THE PUBLIC RECORD OFFICE.

*Particulars of some of the Pleadings on File in the matter of Plummer v. Bentham and Attorney-General v. Bentham.*



VII. *a.*

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.**Document C.P. 11, 2151/3 of the 10 June 1755. (Chancery Information filed at the suit of the Atto<sup>ny</sup> General.)*

"To the Rt. Hon. Philip Earl of Hardwick, L<sup>d</sup> High Chancellor of Great Britain.

"Informing sheweth unto your Lordship W<sup>m</sup> Murray Esquire his Majesty's Attorney General by and at the Relation of W<sup>m</sup> Parker Clerk Minister of the Parish of St Katherine Cree Church, London and William Plummer and John Salmon Church Wardens of the Parish aforesaid and Christopher Fullager John Hopley W<sup>m</sup> Bright and W<sup>m</sup> Towle Overseers of the poor of the said parish and of George Wardley Robert Martin Thomas Elliston and John Bray poor inhabitants of the parish aforesaid being Housekeepers of good name also Fame that Sir John Gayer late of Knight [*sic*] in and by his last Will and Testament in writing bearing date on or about the 19th day of December in the year of our Lord 1648 did declare and will and desire that to be that his Executors within 5 years after his Decease should disburse and lay out the sum of £200 for the buying and purchasing a House Tenement or Land the Rents and Profits whereof his Will was should be employed and disposed for ever to and for the several uses and purposes thereafter expressed that is to say that the Minister for the time being of the s<sup>d</sup> parish church of St. Katherine Cree Church should upon the 16th day of October in the Forenoon yearly for ever preach a sermon in the same church & he to have for every such sermon 20 Shillings the Clerk of the said parish to have for his attendance 2 shillings & the Sexton 12 pence for tolling the Bell & that the residue of the said rents & profits should be from time to time on the s<sup>d</sup> 16<sup>th</sup> day of Oct. yearly immediately after the Sermon distributed to the poor Inhabitants of that parish being Housekeepers of good name and Fame & to no other by the Minister Church Wardens & Overseers of the poor of the s<sup>d</sup> parish or the major part of them & they not to give above 5 shillings to any one person nor less than 3 to any other which he desired might be really performed without partial Affection to any but as Charity obliged in such Cases And Reciting in his Will that he had at that time a pew or Seat in the Church for himself Children & Servants & Vault in the same Church wherein his Wife & Children deceased were buried in which none other had then been interred he expected the Continuance & sole Benefit & Use both of the said pew or Seat & Vault so long as any of his Alliance then or thereafter should be in that parish And for the Vault his desire was (which he hoped would be

performed) that the same should be reserved only for the Burial of himself Family & Alliance which should desire or appoint to be interred there & for none others & in Case that his Desire or Request concerning the said Vault should not be granted & performed then he willed & appointed that the said House Tenement & Land to be purchased as aforesaid with the Rents & profits thereof should from thenceforth for ever remain to his Executors & their Heirs & the other Uses above declared to cease end and determine As by the said Will or the probate thereof relation thereto being had will more fully appear And H.M.'s s<sup>d</sup> Attorney General at the Relation aforesaid further Sheweth that the said Pew and Vault have been ever since preserved for the sole Benefit & Use of Alliance of the said Sir John Gayer according to the Directions of his said Will And H.M.'s said Attorney General at the Relation aforesaid further sheweth that in or before the Year of Our Lord 1657 the said sum of £200 so bequeathed by the said Will of the said Sir John Gayer as aforesaid was paid into the hands of John Stonehall the elder, Turner, John Smith, Pewterer, George Thorpe, Cook, Richard Blackwell, Merchant Taylor, John Bloyse—Haberdasher, John Rivett—Skinner, W<sup>m</sup> Bridges—Cordwainer, Thomas Ashby—Salter, Richard Richardson—Silk Thrower, James Atkinson—Merchant Taylor, & Matthew Owre—Grocer, Citizens of London & parishioners & Trustees of & for & on behalf of the said parish of St. Katherine Cree Church otherwise Christ Church & the said Trustees having in their hands other Monies in Trust for the Benefit of the s<sup>d</sup> parish they the s<sup>d</sup> Trustees in pursuance of an order of Vestry made at a Vestry held in & for the said Parish on the — day of — in the said Year 1657 did contract & agree with James Whitby Citizen & Clothworker of London W<sup>m</sup> Whitby Citizen also & Clothworker of London son & heir of the s<sup>d</sup> James Whitby Abraham Stanyon Citizen & plaisterer of London Henry Boone Citizen & Barber Chirurgeon of London & Richard Mills Citizen & Draper of London for the absolute purchase of the Freehold & Inheritance of the 2 Messuages or Tenements hereinafter mentioned & thereupon by Indenture bearing date on or about the said 28th day of July in the s<sup>d</sup> Year of Our Lord 1657 & made or mentioned to be made between the said James Whitby W<sup>m</sup> Whitby Abraham Stanyon Henry Boone & Richard Mills of the one part & the said John Stonehall John Smith George Thorpe Richard Blackwell John Bloyse John Rivett W<sup>m</sup> Bridges Thomas Ashby Richard Richardson James Atkinson & Mathew Owre of the other part For & in consideration of the sum of £650 to the s<sup>d</sup> Abraham Stanyon & of £190 to the said James & W<sup>m</sup> Whitby in hand paid by the said John Stonehall John Smith George Thorpe Richard Blackwell John Bloyse John Rivett W<sup>m</sup> Bridges Thomas Ashby Richard Richardson James Atkinson & Mathew Owre for the full & absolute purchase of the Messuages or Tenements thereinafter mentioned with their Appurtenances they the said James Whitby & W<sup>m</sup> Whitby & also the said Henry Boon & Richard Mills at the Request & by the Nomination & Appointment of the said

Abraham Stanyon James Whitby & W<sup>m</sup> Whitby testified as therein is mentioned Did & each & every of them Did fully clearly & absolutely grant Bargain sell alien & confirm unto the said John Stonehall John Smith George Thorpe Richard Blackwell John Bloyse John Rivet W<sup>m</sup> Bridges Thomas Ashby Richard Richardson James Atkinson & Mathew Owre their Heirs & Assigns All those 2 Brick Messuages or Tenements then lately new built situate & being in the s<sup>d</sup> parish of St. Catharine Christ Church *alias* Cree Church near Aldgate London in a Lane called the Church Lane one of them being then late in the Occupation of the s<sup>d</sup> James Whitby & the other of them being a Corner House opposite the great Gate leading into a place there commonly called Duke's place & was then late in the Tenure or Occupation of Hills Whittingham & had been afterwards in the Occupation of the said James Whitby or his Assigns And also all shops Cellars Sollars Chambers Rooms Lights Yards Easements profits Commodities Emoluments Hereditaments & Appurtenances whatsoever to the said several Messuages or Tenements or either of them belonging or in anywise appertaining or with them or either of them used occupied & enjoyed or accepted reputed or taken as part parcel or member of them or either of them which premises were heretofore but one Messuage or Tenement & were the inheritance of W<sup>m</sup> Thompson Citizen & Haberdasher of London who by Indentures of Bargain & Sale bearing date the 18<sup>th</sup> day of April Anno Domini 1622 inrolled in the Hustings London conveyed the same premises to W<sup>m</sup> Whitby & Mary his wife (both deceased) & their Heirs after whose Deceases the premises descended to the s<sup>d</sup> James Whitby the only Son & Heir of the said W<sup>m</sup> & Mary Whitby And all the Estate Right Title Interest Claim & Demand whatsoever of them the said James Whitby W<sup>m</sup> Whitby Henry Boon & Richard Mills & every or any of them of in & to the s<sup>d</sup> several Messuages or Tenements & other the premises or of in or to any part or parcel thereof And the Reversion & Reversions Remainder & Remainders Rents Issues & profits of all & singular the premises & of every part & parcel thereof Together with all & every Deeds Evidences & Writings concerning the premises or any part thereof which they the s<sup>d</sup> James Whitby W<sup>m</sup> Whitby Henry Boon & Richard Mills or any of them had or could come by without Suit in Law To hold unto the s<sup>d</sup> John Stonehall John Smith George Thorpe Richard Blackwell John Bloyse John Rivett W<sup>m</sup> Bridges Tho<sup>s</sup> Ashby Richard Richardson James Atkinson & Mathew Owre their Heirs & Assigns for ever In Trust & for the Use of the s<sup>d</sup> parish of St. Catharine Cree Church *alias* Christ Church London for ever As by the s<sup>d</sup> Indenture Relation being thereunto had will more fully appear And H.M.'s said Attorney General at the Relation afores<sup>d</sup> further sheweth that the s<sup>d</sup> 2 Messuages or Tenements with their Appurtenances have by several Sets of Conveyances been conveyed in Fee from Trustees to Trustees In Trust nevertheless for the Use of the s<sup>d</sup> parish of St. Catharine Cree Church otherwise Christ Church for ever And that by certain Indentures of Lease & Release bearing date respectively

the 12<sup>th</sup> & 13<sup>th</sup> days of April 1709 the s<sup>d</sup> 2 Messuages or Tenements with the Appurtenances became vested in John Mayhew—Haberdasher, Richard Draper—Girdler Sir Randall Knipe Joseph Tattam—Merchant Taylor, Richard Perry—Haberdasher, James Petit—Mercer, Edward Woodcock—Draper, Hanbury Walthall—Haberdasher, W<sup>m</sup> Bridgeman—Salter, John Buckham—Girdler, W<sup>m</sup> Watford—Grocer, John Walker—Dyer, W<sup>m</sup> Finch—Leather Seller, Samuel Totten—Mercer, Henry Burton—Grocer, Benjamin Hall—Merchant Taylor, Richard Smith—Merchant Taylor & Zephaniah Markett—Merchant Taylor Citizens of London parishioners & Trustees for & on Behalf of the parish afores<sup>d</sup> & their Heirs & the same are now vested in the s<sup>d</sup> W<sup>m</sup> Finch & his Heirs who is the only surviving Trustee named in the s<sup>d</sup> last mentioned Indentures of Lease & Release In Trust nevertheless for the Use of the s<sup>d</sup> parish And one of the s<sup>d</sup> Messuages is now in the Occupation of Robert Jennings Callendar & the other of the s<sup>d</sup> Messuages is now used as a Workhouse for the s<sup>d</sup> parish And H.M.'s s<sup>d</sup> Attorney General at the Relation aforesaid further sheweth that the Yearly Sum of Ten pounds arising out of the Rents & profits of the said 2 Messuages or Tenements have ever since the purchase thereof been constantly applied on the 16<sup>th</sup> day of Oct. Yearly in the manner directed by the s<sup>d</sup> Will of the s<sup>d</sup> Sir John Gayer Knight that is to say the Sum of 20 shillings part thereof to the Minister of the said parish of St Catharine Cree Church otherwise Christ Church for preaching a sermon in the same Church 2 shillings to the Clerk for his Attendance & 12 pence to the Sexton for Tolling the Bell & the Residue of the s<sup>d</sup> Sum of 10 pounds has been from time to time on the s<sup>d</sup> 16<sup>th</sup> day of Oct. Yearly immediately after Sermon distributed to the poor Inhabitants of the s<sup>d</sup> parish being Housekeepers & of good name & Fame by the Minister Church Wardens & Overseers of the poor of the s<sup>d</sup> parish for the Time being or the Major part of them not giving less [*sic*] than five Shillings to any one person or less than three shillings to any other And the s<sup>d</sup> Relators hoped that the s<sup>d</sup> W<sup>m</sup> Finch the surviving Trustee would have conveyed the s<sup>d</sup> 2 Messuages or Tenements & premises with their Appurtenances to new Trustees to be appointed for that purpose & their Heirs In Trust for the s<sup>d</sup> parish for ever & that such new Trustees & their Heirs should have held & enjoyed the s<sup>d</sup> Messuages or Tenements & premises with their & each of their Appurtenances without any Obstruction or Hindrance whatsoever But now so it is May it please your L<sup>d</sup>ship that Jeremiah Bentham of the parish of St. Botolph without Aldgate London Gentleman combining & confederating to & with the said W<sup>m</sup> Finch & divers other persons to the s<sup>d</sup> Relators at present unknown whose names when discovered the s<sup>d</sup> Relators pray may be inserted in this Information with apt Words to Charge them as Defendants hereto He the s<sup>d</sup> Jeremiah being or pretending to be Owner or proprietor of certain Buildings or Warehouses the Back parts of which are near or adjoining to the Back or South Walls of the s<sup>d</sup> 2 Messuages or Tenem<sup>ts</sup> so purchased for the Benefit of the s<sup>d</sup> Parish as

aforesaid & intending to darken the s<sup>d</sup> 2 Messuages & to deprive the s<sup>d</sup> Messuages of the Benefit of the Light & Air & thereby reduce the Value of the s<sup>d</sup> Trust Estate to the prejudice of the s<sup>d</sup> Charity He the s<sup>d</sup> Jeremiah Bentham hath employed Workmen to pull down the s<sup>d</sup> Warehouses & a Shed thereto adjoining & gives out & declares that he hath determined to erect & will erect some large Edifice or Building in the Room & place of the s<sup>d</sup> Warehouses & Shed which shall be of equal if not greater Heighth than the South Walls of the s<sup>d</sup> two Messuages by means whereof 9 ancient Windows on the South side of the s<sup>d</sup> 2 Messuages will be so much darkened as to be rendered of little or no use & the s<sup>d</sup> 2 Houses being both of them Single Houses & particularly the s<sup>d</sup> House now used as a Workhouse will by means thereof be so much deprived of the Benefit of the Air & Light as the same will be unfit for Habitation & as an Evidence to show that the s<sup>d</sup> Jeremiah Bentham doth intend to erect such Edifice or Buildings & thereby deprive the s<sup>d</sup> 2 Messuages of the Benefit of Air & Light afores<sup>d</sup> H.M.'s s<sup>d</sup> Attorney General at the Relation aforesaid doth Charge that the s<sup>d</sup> Jeremiah Bentham hath made some Contract or Agreement in Writing with or hath given Orders or Directions to some Builder or Builders for the pulling down the s<sup>d</sup> Warehouses & Shed & for erecting such new Edifice or Buildings in the Room or place thereof as aforesaid by which Contract or Agreem<sup>t</sup> it is agreed between the s<sup>d</sup> Jeremiah Bentham & the s<sup>d</sup> Builder or Builders that the s<sup>d</sup> Warehouses & Shed should be forthwith pulled down & a new Edifice or Buildings be erected in the Room thereof of such Heighth & Dimensions & so near to the South Walls of the s<sup>d</sup> Messuages or Tenem<sup>ts</sup> as to deprive them of the Benefit of Light & Air as afores<sup>d</sup> or the s<sup>d</sup> Jeremiah Bentham hath given such or the like Orders to the s<sup>d</sup> Builder or Builders & so the same would appear if the s<sup>d</sup> Jeremiah Bentham would produce & show the s<sup>d</sup> Contract or Agreem<sup>t</sup> or the s<sup>d</sup> Orders which he refuses to do. And H.M.'s s<sup>d</sup> Attorney General at the Relation afores<sup>d</sup> further Charges that the s<sup>d</sup> Contract so made by the s<sup>d</sup> Jeremiah Bentham & such Builder or Builders as afores<sup>d</sup> or the Orders given by the s<sup>d</sup> Jeremiah Bentham to the s<sup>d</sup> Builder or Builders has or have so far been carried into Execution as that the s<sup>d</sup> Warehouses & Shed are pulled down & the Workmen are actually erecting or preparing to erect such new Buildings as afores<sup>d</sup>. And H.M.'s s<sup>d</sup> Attorney General at the Relation afores<sup>d</sup> doth Charge that the afores<sup>d</sup> Relators or some of them have Caused Application to be made to the s<sup>d</sup> Jeremiah Bentham to know whether he intended to erect any other Edifice or Buildings in the Room of his s<sup>d</sup> Warehouses & Shed when the same should be pulled down & whether he intended thereby to darken all or any of the Windows made in the South Front or Wall of the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup> & thereupon the s<sup>d</sup> Jeremiah Bentham did again declare that he would cause the s<sup>d</sup> Warehouses & Shed to be pulled down & in the Room thereof to be erected & Built an Edifice or Buildings of such Heighth & Dimensions as to darken All the Windows

in the s<sup>d</sup> South Front or Walls of the s<sup>d</sup> 2 Messuages so purchased as afores<sup>d</sup> & insisted that he had a Right so to do for that the s<sup>d</sup> 9 Windows on the South side of the s<sup>d</sup> 2 Messuages or Tenem<sup>ts</sup> or any of them are not antient Lights but were made very lately & long subsequent to the Building of the s<sup>d</sup> Warehouses & Shed of the s<sup>d</sup> Jeremiah Bentham Whereas the Truth is & so H.M.'s Attorney General at the Relation afores<sup>d</sup> doth Charge that the said 9 Windows on the South Side of the s<sup>d</sup> 2 Messuages or Tenements are Antient Lights & were made long before the Building of the s<sup>d</sup> Warehouses & Shed of the s<sup>d</sup> Jeremiah Bentham & as an Evidence to shew that the s<sup>d</sup> Warehouses were built subsequent in point of time to the making of the s<sup>d</sup> 9 Windows H.M.'s s<sup>d</sup> Attorney General at the Relation afores<sup>d</sup> doth charge that there were before the s<sup>d</sup> Warehouses were in part pulled down as afores<sup>d</sup> 3 or more Sections or Divisions in the Roofs of the s<sup>d</sup> Warehouses which were carried up taper & the Tops or points of 2 of those Divisions were not more than 5 Feet 8 Inches & the other Division 10 ft. 9 Inches from the Tops of the Walls of the s<sup>d</sup> Warehouses so that the s<sup>d</sup> 2 Messuages so purchased for the Use of the s<sup>d</sup> parish as afores<sup>d</sup> & 3 Back Lights or Windows that looked through or between the Divisions of the s<sup>d</sup> Roofs & all the upper & Garret Windows in the South Front or Wall of the s<sup>d</sup> 2 Messuages so purchased for the Benefit of the s<sup>d</sup> parish as afores<sup>d</sup> were above & looked quite over the Roofs of the s<sup>d</sup> Warehouses of the s<sup>d</sup> Jeremiah Bentham But that another window in the middle or 2nd Story of the s<sup>d</sup> Workhouse & a large Window directly under the same towards the West end of the South Wall thereof being a little beyond the West end of the s<sup>d</sup> Warehouse looked over the s<sup>d</sup> Shed which Shed about 2 years ago was built upon a Spot of Ground then a little Yard or Area that joined to the Back or South Front of the s<sup>d</sup> Workhouse belonging to the s<sup>d</sup> Parish & was built only about 6 or 7 Feet high with a Roof sloping upwards from the s<sup>d</sup> West end of the s<sup>d</sup> last mentioned Warehouses & passing under the lowest Window at the West End of the South Front of the s<sup>d</sup> Workhouse so as not to obstruct or darken the same or the s<sup>d</sup> other Windows directly over it And therefore there is as the s<sup>d</sup> Relators are advised good reason to believe that the said Warehouses were not built higher because they would if built higher obstruct the Light & Air from coming to the upper & Garret Windows of the South Front or Wall of the s<sup>d</sup> 2 Houses & the Roofs of the s<sup>d</sup> Warehouses & Shed were built on so to taper & sloping as afores<sup>d</sup> that they might not obstruct the Light coming to the s<sup>d</sup> lower or middle Windows of the South Wall of the s<sup>d</sup> 2 Houses & the s<sup>d</sup> W<sup>m</sup> Finch in whom & the Freehold & Inheritance of the s<sup>d</sup> 2 Messuages so purchased for the Benefit of the s<sup>d</sup> Parish now is (as the s<sup>d</sup> Relators are advised) refuses or declines to act in the Execution of the s<sup>d</sup> Trust or to convey the s<sup>d</sup> Trust Estate to new Trustees pretending that he cannot safely act in the s<sup>d</sup> Trust nor convey the s<sup>d</sup> Trust Estate to new Trustees without the Direction & Indemnity of this Honourable Court & the rather as he is

now the only surviving Trustee named in the Deed of Trust of the 13th of April 1709 & as it is by the s<sup>d</sup> Deed directed that new Trustees should be appointed when the number of Trustees should be reduced to 2 All which Actings & pretences of the s<sup>d</sup> Confederates greatly tend to the prejudice of the s<sup>d</sup> Charity In tender Consideration of & for that the s<sup>d</sup> Relators are remidless in the premises by the Rules of the Comon Law & for that the s<sup>d</sup> Jeremiah Bentham cannot be restrained from erecting such Edifice & Building in the Room & place where the s<sup>d</sup> Warehouses & Shed now pulled down formerly stood of such Heighth & Dimensions as he has threatened & contracted to do or ordered to be done as afores<sup>d</sup> & thereby depriving the said 2 Messuages so purchased in Trust as afores<sup>d</sup> of the Benefit of Light & Air nor can the s<sup>d</sup> William Finch be compelled to act in the Execution of the s<sup>d</sup> Trust or otherwise to assign his s<sup>d</sup> Trust to new Trustees nor can such new Trustees as the s<sup>d</sup> Relators are advised be now properly appointed without the Aid & Assistance of this Hon. Court where matters relating to publick Charities are most properly cognizable. To the End therefore that the s<sup>d</sup> Jeremiah Bentham & W<sup>m</sup> Finch & the rest of the Confederates when discovered may true perfect & distinct Answer upon Oath make to all & singular the premises as fully & particularly as if the same were herein again repeated and they distinctly interrogated & all they know believe & have heard concerning the same And particularly that they may set forth & discover in manner afores<sup>d</sup> whether the s<sup>d</sup> Relator W<sup>m</sup> Parker is not Minister of the s<sup>d</sup> Parish of St. Catharine Cree Church otherwise Christ Church London And whether the s<sup>d</sup> Relators W<sup>m</sup> Plummer & John Salmon are not Church Wardens of the Parish afores<sup>d</sup> And whether the s<sup>d</sup> Relators Christopher Fullager John Hopley W<sup>m</sup> Bright & W<sup>m</sup> Towle are not Overseers of the poor of the s<sup>d</sup> Parish & whether the s<sup>d</sup> Relators George Wardley Robert Martin Tho<sup>s</sup> Ellston & John Bray are not poor Inhabitants of the Parish afores<sup>d</sup> & Housekeepers of good name & Fame And that the s<sup>d</sup> Confederates may set forth whether the s<sup>d</sup> Sir John Gayer did not make his last Will & Testament in Writing of such date as afores<sup>d</sup> & thereby direct the Sum of £200 to be laid out in buying or purchasing a house Tenement or Land the Rents & Profits whereof were to be applied in such manner as afores<sup>d</sup> or any other or what manner & whether the s<sup>d</sup> pew & Vault has not ever since been preserved for the Sole use & Benefit of the Alliance of the s<sup>d</sup> Sir John Gayer And whether in or about the year of Our Lord 1657 or at some & what other time & when particularly the s<sup>d</sup> Sum of £200 so bequeathed by the s<sup>d</sup> Will of the s<sup>d</sup> Sir John Gayer as afores<sup>d</sup> was not paid into the hands of John Stonehall John Smith George Thorpe Richard Blackwell John Bloyse John Rivett W<sup>m</sup> Bridges Tho<sup>s</sup> Ashby Richard Richardson James Atkinson & Mathew Owre or either & which of them as Trustees for & on Behalf of the s<sup>d</sup> parish And whether the s<sup>d</sup> Trustees did not in pursuance of such Order of Vestry as afores<sup>d</sup> or some other & what Order of Vestry Contract & agree with the s<sup>d</sup> James Whitby W<sup>m</sup>

Whitby Abraham Stanyon Henry Boone & Richard Mills for the purchase of the Freehold & Inheritance of the s<sup>d</sup> 2 Messuages or Tenem<sup>ts</sup> herein before mentioned And whether the s<sup>d</sup> Indenture herein beforementioned to bear date the 28<sup>th</sup> day of July 1657 was not made & duly executed by all or any & which of the parties above named as parties thereto and whether the said Indenture was not of such purport or effect as above sett forth of such or the like purport or Effect And whether the s<sup>d</sup> 2 Messuages or Tenements with their Appurtenances have not by some & what Conveyances been conveyed in Fee from Trustees to Trustees In Trust nevertheless for the Use of the s<sup>d</sup> Parish of St Catharine Cree Church otherwise Christ Church for ever And whether the said 2 Messuages or Tenements with the Appurtenances did not by Indentures of Lease & Release bearing date respectively the 12<sup>th</sup> & 13<sup>th</sup> days of April 1709 become vested in the s<sup>d</sup> John Mayhew Richard Draper Sir Randal Knipe Joseph Tattam Richard Perry James Pettit Edward Woodcock Hanbury Walthall W<sup>m</sup> Bridgeman John Buckham W<sup>m</sup> Watford John Walker W<sup>m</sup> Finch Samuel Totten Henry Barton Benjamin Hall Richard Smith & Zephaniah Market Parishioners & Trustees for & on behalf of the Parish afores<sup>d</sup> & their Heirs and whether the same are not now vested in the s<sup>d</sup> W<sup>m</sup> Finch as the only surviving Trustee named in the s<sup>d</sup> last mentioned Indentures of Lease & Release In Trust nevertheless for the Use of the s<sup>d</sup> Parish or why & for what reason they are not so vested And whether the Yearly Sum of £10 arising out of the Rents & profits of the s<sup>d</sup> Messuages or Tenem<sup>ts</sup> so purchased in Trust as afores<sup>d</sup> have not ever since the purchase thereof been constantly applied in the manner directed by the s<sup>d</sup> Will of the s<sup>d</sup> Sir John Gayer And that the said Jeremiah Bentham may set forth whether he is not or lately was not the Owner or Proprietor of certain Buildings or Warehouses the Back parts of which are near & how near or adjoining to the Back or South Walls of the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup>. And whether he hath not employed some & how many Workmen to pull down the s<sup>d</sup> Warehouses And whether he hath not given out & declared & when & how often & to whom & in whose presence & Hearing that he hath determined to erect & will erect some & what large Edifice & Buildings in the Room & place of the s<sup>d</sup> Warehouses & Shed or of some or one & which of them or of some & what part or parts thereof which shall be of equal if not greater Height than the South Walls of the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup> or what will be the Heighth Scantlings & Dimensions of the s<sup>d</sup> Edifice or Buildings so intended to be erected as afores<sup>d</sup>. And whether when the s<sup>d</sup> intended Edifice or Buildings is or are finished & compleated 9 or any other & what number of Windows in the South Front or Walls of the s<sup>d</sup> 2 Messuages or Tenements so purchased in Trust as afores<sup>d</sup> will not be so much darkened as to be rendred of little or no use or otherwise darkened or deprived of the Benefit of Light & Air to any & what degree And whether the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup> & particularly the s<sup>d</sup>



Messuage now used as a Workhouse for the s<sup>d</sup> Parish as afores<sup>d</sup> will not by such intended Edifice or Buildings when the same shall be finished & completed be so much deprived of the Benefit of Air & Light as that the same will be unfit for Habitation And whether the s<sup>d</sup> Jeremiah Bentham hath not made some & what Contract with some & what Workman or Workmen or given some & what Orders to some & what Workman or Workmen to pull down the said Warehouses & Shed or some or one & which of them or some & what part or parts thereof & in the Room thereof to Erect a new Edifice or Buildings of such Heighth & Dimensions & so near to the South Walls of the said Messuages or Tenements as to deprive them in some & what measure of the Benefit of Light & Air & whether the same would not so appear if he would produce & shew the s<sup>d</sup> Contract or Orders & whether he does not refuse so to do & why & for what reason & that he may set forth the Heighth scantlings & Dimensions of the s<sup>d</sup> intended Edifice or Buildings as they are set forth in the s<sup>d</sup> Contract or Orders And whether the s<sup>d</sup> intended Edifice or Buildings will not be contiguous & adjoining or near & how near to the South Front or Wall of the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup> And whether the s<sup>d</sup> Contract or Orders has not or have not in some & what measure & how far particularly been carried into Execution And whether the s<sup>d</sup> Relators or any and which of them have not & when caused some & what application to be made to the s<sup>d</sup> Jeremiah Bentham to know whether he intended to erect any other Edifice or Buildings in the Room of his s<sup>d</sup> Warehouses & Shed or some or one & which of them or some & what part or parts thereof when the same should be pulled down & whether he intended by such Edifice or Buildings so to be erected as afores<sup>d</sup> to darken all or any & which of the Windows made in the South Front or Walls of the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup>. And whether the s<sup>d</sup> Jeremiah Bentham did not thereupon declare that he would cause the s<sup>d</sup> Warehouses & Shed or some or one & which of them or some & what part or parts of them to be pulled down & in the room thereof to be erected & built an Edifice or Buildings of such Heighth & Dimensions as to darken all or any of which of the Windows in the South front or Walls of the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup> & whether he did not insist that he had some & what Right so to do And whether he doth not know or believe in his Conscience that the s<sup>d</sup> 9 Windows on the South side of the s<sup>d</sup> 2 Messuages or any & which of them are antient Lights & made sometime & how long before the Building of the s<sup>d</sup> Warehouses or Shed of the s<sup>d</sup> Jeremiah Bentham And that the s<sup>d</sup> Jeremiah Bentham may set forth whether before the s<sup>d</sup> Warehouses were in part pulled down as afores<sup>d</sup> there were not three or any other & what number of Sections or Divisions in the Roofs of the s<sup>d</sup> Warehouses which were Carried up taper & whether the Tops or points of 2 of those Divisions were not 5 ft. & 8 Inches from the Tops of the Walls of the s<sup>d</sup> Warehouses or of any other & what Dimensions & whether the Top or point of the other

of those Divisions was not 10 ft. 9 inches from the Top of the Wall of the s<sup>d</sup> Warehouse And whether the s<sup>d</sup> 2 Messuages so purchased in Trust as afores<sup>d</sup> had not 3 or any other & what number of Back Lights or Windows that looked through or between the Divisions of the s<sup>d</sup> Roofs of the s<sup>d</sup> Warehouses of the s<sup>d</sup> Jeremiah Bentham And whether all the upper and Garret Windows in the South Front or Wall of the s<sup>d</sup> two Messuages so purchased in Trust as afores<sup>d</sup> for the Benefit of the s<sup>d</sup> Parish or any & which of them were not above & did not look quite over the Roofs of the s<sup>d</sup> Warehouses of the s<sup>d</sup> Jeremiah Bentham And whether the s<sup>d</sup> other 2 Windows in the South Wall of one of the s<sup>d</sup> Messuages now used for a Workhouse so purchased for the Benefit of the s<sup>d</sup> parish as afores<sup>d</sup> are not a very little & how much Space beyond the West end of the s<sup>d</sup> Warehouses & whether they are not above & do not look over the Roof of the s<sup>d</sup> Shed And whether the s<sup>d</sup> Jeremiah Bentham doth not in his Conscience believe that the Reason why the s<sup>d</sup> Warehouses were not built higher was because they would (If built higher) obstruct the Light from coming to the upper & Garret Windows in the South front or Wall of the s<sup>d</sup> 2 Houses and that the reason why the Roofs of the s<sup>d</sup> Warehouses were built so taper was that they might not obstruct the Light coming to the s<sup>d</sup> 3 lower middle Windows in the South Wall of the s<sup>d</sup> Houses And that the reason why the s<sup>d</sup> Shed was built so low & the roof thereof sloping in the manner afores<sup>d</sup> was that it might not obstruct the Light coming to the lowest Window at the West end of the South Front of the s<sup>d</sup> Workhouse And that the s<sup>d</sup> W<sup>m</sup> Finch may set forth whether he doth not refuse or decline to act in the Execution of the s<sup>d</sup> Trust or to convey the s<sup>d</sup> Trust Estate to new Trustees in Trust for the Benefit of the s<sup>d</sup> Parish & why & for what reason he so refuses or declines And that the s<sup>d</sup> Jeremiah Bentham may be restrained by the Injunction of this Honourable Court from erecting & Building or causing or permitting to be erected & built any Edifice or Building adjoining or so near to the South Front or Wall of the s<sup>d</sup> 2 Messuages so purchased as afores<sup>d</sup> or in such manner as that the s<sup>d</sup> 9 Windows in the s<sup>d</sup> South Front or Wall or any of them may be in any manner darkened or deprived of the Benefit of Light & Air & that new Trustees may be appointed under the Directions of this Honourable Court for carrying into Execution the Trusts of the s<sup>d</sup> Charity And that the s<sup>d</sup> W<sup>m</sup> Finch may be decreed to convey the s<sup>d</sup> 2 Messuages with the Appurtenances so purchased in Trust as afores<sup>d</sup> to such new Trustees so to be appointed as afores<sup>d</sup> & their Heirs Subject to the Trusts afores<sup>d</sup>. And that such other Directions may be given for the Establishm<sup>t</sup> & Preservation of the s<sup>d</sup> Charity as to y<sup>r</sup> L<sup>d</sup>ship shall seem meet May it please y<sup>r</sup> L<sup>d</sup>ship the premisses considered to grant unto H.M.'s s<sup>d</sup> Attorney General . . . H.M.'s most gracious Writ or Writs of Subpœna Issuing out of Seal of this Honourable Court to be directed to the s<sup>d</sup> Jeremiah Bentham & W<sup>m</sup> Finch Commanding them at a certain day & under a certain pain therein to be

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limited personally to appear before y<sup>r</sup> L<sup>d</sup>ship in this High & Hon. Court then & there answer to make to all & singular the premisses & further to stand to & abide such Order Direction & Decree therein as to y<sup>r</sup> L<sup>d</sup>ship may seem meet.

W. Murray  
R. Altham."

[NOTE.—There are lengthy references (which have not been extracted) to further stages of this litigation in the following records :

Dogget Book 6206. No. 520 (9 double rolls) : " Remembrances of the Term of St. Michael in the 30th Year of the Reign of King Geo. II. in the Year of Our Lord 1756."

Chancery Order Book A. 1757 f. 53. Michaelmas Term in 31st Geo. II. 1757 (21st Dec.).

The archives of St. Katherine Creechurch contain also (*inter alia*) the following documents relating to the Bentham Case, which have not been traced at the Public Record Office :

MS. 1213/23. Remembrance of the Term of St. Michael in 29th Geo. II. 1755.

MS. 1213/24. Writ to the Mayor and Aldermen of London to appear to give evidence on the custom of the City as to ancient lights and water-courses.

MS. 1214. Writ of Execution (King's Bench Division), 4th August 1757.]

VII. *b.*

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.*

*List of Chancery Affidavits (Bundle 126, Michaelmas Term, 1757). In re "H.M.'s Attorney General (at relation of W<sup>m</sup> Parker & W<sup>m</sup> Plummer) versus J. Bentham."*

[NOTE.—The depositions of which copies or extracts have been taken are marked with an asterisk (\*) and printed in Appendices VII. *c.* 1 to 7. They afford useful information as to the internal planning of the Workhouse buildings in 1757. Affidavit No. 208 by the City Surveyor, George Dance, can

be readily followed if reference be had to his Elevation (Vol. I., No. 85. City Surveyor's Office), a reproduction of which accompanies this paper (PLATE 7).]

- |             |   |   |
|-------------|---|---|
| Affidavit   | { | 1st Deponents :   |
| No. 2.      |   | Wm. Dermer of Silver St. London Carpenter & Builder.                            |
|             |   | Philip Stanley of Basing Lane, Bricklayer.                                      |
|             |   | Philip Parrott of Whitechappel, Carpenter.                                      |
| No. 3* & 4. |   | James Fisher of Rosemary Lane, Carpenter (Quaker).                              |
| No. 203.*   |   | Jeremiah Bentham Deponent & Deft.   |
|             |   | Deponents :   |
|             |   | Robert Martin, Master of the Workhouse.   |
|             |   | Elisabeth Cooke, Mistress of the Workhouse.                                     |
|             |   | John Nicholson one of the inmates of the Workhouse.                             |
| No. 204.    |   | Deponent :  |
|             |   | Tho <sup>s</sup> Thornley of St. Cath. Creechurch apothecary.                   |
| No. 205.*   |   | Deponents :   |
|             |   | Rob <sup>t</sup> Jennings of St. Cath. Creechurch Callender.                    |
|             |   | Rich <sup>d</sup> Jennings his son  |
|             |   | James Whittaker.  |
|             |   | John Shepherd.  |
| No. 206.*   |   | Deponents :   |
|             |   | John Hawkins of St. Botolph's parish surveyor.                                  |
|             |   | John Holden of St. Bartholomews ,, ,,   |
|             |   | John Brown of Norton Folgate, Middsx. Bricklayer.                               |
|             |   | Benjamin Blackden of Coleman St. Carpenter.                                     |
| No. 207.*   |   | Deponent :  |
|             |   | Daniel Highmore of St. Mary Axe, London, gent. Solicitor<br>for the Plaintiffs. |
| No. 208.*   |   | Deponents :   |
|             |   | Geo. Dance of London, Surveyor.   |
|             |   | Joseph Stibbs of par: of St. Cath. Creechurch, Builder.                         |
|             |   | Edward Wix of par: of St. Peter's, Cornhill, Bricklayer.                        |
|             |   | Samuel Sparks of par: of St. Botolphs, Aldgate, Carpenter.                      |
| No. 257.    |   | Deponents :   |
|             |   | Thos. Danvers of par. of St. Andrew Undershaft, London,<br>Warehouse Keeper.    |
|             |   | James Wheeler of Precinct of St. Cath: by the Tower, London,<br>Carpenter.      |
| No. 258.*   |   | Deponent :  |
|             |   | Abraham Martin of par. of Allhallows, London Wall, Gent.                        |
| No. 259.    |   | Deponent :  |
|             |   | Samuel Sparkes.   |

VII. c. 1.

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.*

*Extract from Affidavit No. 3. Jeremiah Bentham's. 15 Nov. 1757.*

... "it would be very hard for depon<sup>t</sup> to be deprived of Building on his own freehold at any Distance whatever for no other reason than because of some Windows which had looked over his old Building and which gave Light to 2 or 3 little Rooms no bigger than Closets and which have no Chimnies in them and are in fact nothing more than slips taken out of single rooms which were lighted by Windows in the fore front and This Depon<sup>t</sup> also by his s<sup>d</sup> Brief Instructed his s<sup>d</sup> Council to Insist that with respect to the Window (Parcel of the s<sup>d</sup> 5 Windows) which was and is the only Window on the back of Jennings said House (all the other 4 Windows being on the back of the s<sup>d</sup> Workhouse) he this Depon<sup>t</sup> ought not to be conclud<sup>d</sup> [*sic*] by the s<sup>d</sup> Verdict in respect of that window." ...

VII. c. 2.

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Beniham proceedings.*

*Affidavit No. 203. Robert Martin's. 28 Nov. 1757.*

"Robert Martin Master of the Workhouse of & in the Parish of St. Catharine Cree Church London Elizabeth Cooke Widow Mistress of the s<sup>d</sup> Workhouse and John Nicholson one of the poor residing in the said Workhouse upon their Oaths say that the 2 Windows at the West End of the South front of the s<sup>d</sup> Parish Workhouse which give the only Light to three Back rooms (*videlicet* a Wash-house on the first floor and 2 Bedchambers with fire places above) that they receive are by an Erection that the Defendant Bentham or his Workmen have within these 3 Weeks built against the same darkened and obscured; which Darkness is increased by the nearness to & extraordinary height of the s<sup>d</sup> Defendants Erection against the same & these Depon<sup>ts</sup> say that before the Building of the Wall or Erection by the Defendant in June 1755 there was a large open Space before the s<sup>d</sup> 2 Windows & a much stronger Light received through such Windows than there is at present & that then there was no Occasion for nor did they use Candles to Wash by in the day time as they are obliged by the Darkness of the Wash-house to do now which from such want of Sufficient Light is a great inconvenience to the House as well as an additional Expense to the Parish And the Deponents say that the Room next above the Washhouse is a Bedchamber of about 5 Yards in Length and near 2 in Breadth with a Chimney and Brass Stove Grate in the West end thereof and the same before the Erecting the s<sup>d</sup> Building was a very light chearfull Room in every part but by the Defendant's last mentioned Building being built against the same so high &

near, the s<sup>d</sup> Room is now rendered much more dark & inconvenient than before & particularly near the fire place the s<sup>d</sup> Room is now so much darker that a person can scarcely see to Work or do any kind of Business there And these Deponents further say that they do not know or have seen or heard that the Defendant or any of his Workmen have since the Trial at Law in this cause come or ask'd to come into the s<sup>d</sup> Workhouse in Order to Judge what distance would be proper to build so as not to darken the s<sup>d</sup> Windows or that the Defendant or his Workmen ever asked or consulted any of these Deponents or any one in the House before they began or during the building such Edifice whether they had left Light sufficient or not And these Depon<sup>ts</sup> say that all the Back Windows in the s<sup>d</sup> Workhouse are darkened and all Air excluded more than they originally were by the Defendant's s<sup>d</sup> present Building but the Washhouse & Back Chambers on the 1st floor are most darkened thereby as afores<sup>d</sup> And these Depon<sup>ts</sup> say that the Defendant Bentham has not pulled down or caused to be pulled down his Edifice which by the Order of this Honourable Court as the Defendants (a) have heard he was ordered to pull down ; a great part of the Wall of such Edifice being yet standing close to the South Wall of the s<sup>d</sup> Workhouse And say that within these very few days his Workmen have also built a new Erection quite close against the lower part of the said Washhouse Window and these Deponents say that the Eastermost Window of the s<sup>d</sup> Workhouse was stopp'd with paper to keep out the Cold where the Glass was broke & that another being a Stair Case Window is not glazed but hath Iron Bars & Shutters for the Greater Benefit of the Air But that they are the same as formerly and so far are they from being made so with an Intent to appear darker than they are on purpose to Prejudice the Defendant that Orders were given long since to repair them which had been done had it not been for fear of their being again broke by the Defendant's Workmen."

Sworn at the Symonds Inn the	}	Robt. Martin.
28th day of Nov. 1757 before me		Elizabeth Cooke.
John Waple.		John Nicholson."

## VII. c. 3.

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.**Extracts from Affidavit No. 205. Robert Jennings and others.*

" Robert Jennings of Cree Church Lane, London, Callender.

" Richard Jennings of the same place Callender his Son.

" James Whittaker & John Shepherd who reside or constantly work with the s<sup>d</sup> Robert Jennings at his House in Cree Church Lane afores<sup>d</sup> severally

(a) Deponents:

make Oath & say that before the Building the Erection . . . against the S. front of this Deponent Robert Jennings's House by . . . Bentham . . . the Upper part of Robt. Jennings's s<sup>d</sup> house received a very strong & clear light from a Window in such S. front & the Stair Case in the upper part of this Deponent Robt. Jennings's house was rendered very light & commodious thereby . . . but about a month last past the s<sup>d</sup> Window is much obscured & the s<sup>d</sup> Staircase rendered very dark . . . for want of sufficient light whereas such Window before received from the East, South & from above a free & uninterrupted Light thereby . . . & further say that the s<sup>d</sup> Defend<sup>t</sup> Bentham hath not pulled down the s<sup>d</sup> Edifice he was so directed to do by the s<sup>d</sup> Decree."

#### VII. c. 4.

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.*

*Extract from Affidavit No. 206. John Hawkins & others.*

"In consequence of the verdict obtained by the said Relators . . . upon a Trial before the Lord Chief Justice of the Court of Kings Bench at Guildhall London on the 15th July being the adjournment of the Sitting after last Trinity Term."

#### VII. c. 5.

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.*

*Abstract of Affidavit No. 207. Daniel Highmore's. 4th August, 1757.*

The Parish Authorities petition the Lord Keeper to be given the benefit of the verdict granted by the Lord Chief Justice, Lord Mansfield, on or after the 15th July, 1757, when they had been granted costs against J. Bentham and an order for him to demolish.

The demolition was to be completed by the 26th October, 1757.

#### VII. c. 6.

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.*

*Affidavit No. 208. George Dance's. 1 Dec. 1757.*

"George Dance of London Surveyor Joseph Stibbs of the Parish of St. Catherine Cree Church London Builder Edward Wix of the Parish of St. Peters Cornhill London Bricklayer and Samuel Sparkes of the Parish of St. Botolph Aldgate London Carpenter Severally make Oath and say that they have heard the Order made in this cause of the 4th of August read and say that great part of the Wall & Edifice which as they apprehend by the s<sup>d</sup> Order the s<sup>d</sup> Defendant was ordered to pull down or cause to be

pulled down by the first Seal after Michaelmas then next is now standing. And these Deponents further say that by the Alterations made by the s<sup>d</sup> Defendant Bentham in the Edifice which he was to pull down by the s<sup>d</sup> Order & now standing against the South Front of the House in the Occupation of Mr Jennings a Callendar the window in such South Front which formerly gave Light to a stair case is very much darkened and appears to these Deponents to be thereby rendered of very little use which Window before the Def<sup>t</sup> Bentham's Ancient Building near or contiguous thereto was pulled down did receive much more light than the said Window does or can receive now, Because the gutter of the s<sup>d</sup> Defend<sup>t</sup> Bentham's present Erection is close to the lower part of the s<sup>d</sup> Window which gutter rests upon the Wall (part of the Erection the s<sup>d</sup> Def<sup>t</sup> Bentham was ordered to pull down as afores<sup>d</sup>) & being only about Ten Inches wide is all the space left between the lower part of the said Window & the bottom of the Roof of the s<sup>d</sup> Defendant Bentham's present Building which Roof is carried to so great a Height above such Window & with so inconsiderable a slope or Inclination outwards as admits but very little Light and very much obscures such Window as afores<sup>d</sup> And these Deponents say that the said Defend<sup>t</sup> Bentham has not wholly pulled down his Edifice mentioned in the s<sup>d</sup> Order & removed the same intirely back & left a Space of Area from the Ground the whole length between his Building & the s<sup>d</sup> Charity Estate, But has continued the greatest part of such Erection & rested his Timbers on the Brick Wall thereof close against the s<sup>d</sup> Charity Estate & has carried his said Building perpendicularly to a great Height & cut his said Wall away only just from against the Two Eastermost Windows of the Workhouse leaving a space of about 4 ft. wide at the Bottom of such Windows (which are on the Second Story) between the same & the s<sup>d</sup> Building for something more than the Length of the s<sup>d</sup> 2 last mentioned Windows from East to West And which 2 last men<sup>d</sup> Windows in these Deponents Opinion are not now so light as before because the s<sup>d</sup> Windows had a full front Light & View to the South into a very large Yard or Square of the s<sup>d</sup> Defendant's over his then Building & between the Roofs thereof.

And as to the 2 Westernmost Windows in the South front of the s<sup>d</sup> Workhouse, & against which Windows there was before a large open Area, now a Space of about 6 ft wide only is left And the s<sup>d</sup> Defendant Bentham hath run up an Erection since the s<sup>d</sup> Order very high & perpendicular against the s<sup>d</sup> two last named Windows So that such 2 Windows that gave the only light that 3 Rooms receive that is to say a Washhouse below being 15 ft & 9 inches long & 7 ft wide a Bedchamber up 1 pair of Stairs over the same of 15 ft & 2 Inches in Length & 7 ft & 2 Inches in Breadth & another Bedchamber over the same of 15 ft. & 8 Inches in length & 7 ft & 8 Inches in width which 2 Bedchambers have each commodious fire places in them are Darkened thereby & have not the Light or Air they had before And these Deponents say that by the present Erections of the s<sup>d</sup> Defendant Bentham



the said several Windows belonging to the s<sup>d</sup> Charity are obscured & particularly the s<sup>d</sup> Staircase in the s<sup>d</sup> Jennings's House & the s<sup>d</sup> Washhouse & Back-chamber on the 1st floor in the Workhouse are rendered darker thereby—And that both the s<sup>d</sup> Houses belonging to the s<sup>d</sup> Charity should the s<sup>d</sup> Defendants Buildings be permitted to remain in the state they now are would be diminished in their Value either to lett or sell thereby.

And these Deponents further say that had they been in the same Scituation which the s<sup>d</sup> Defendant Bentham is by the s<sup>d</sup> Verdict & Order in this Cause they should have thought themselves obliged by such Order to have entirely pulled down the s<sup>d</sup> Wall & Erection against the South side of the s<sup>d</sup> Charity Estate within the time limited by the s<sup>d</sup> Order & that they should not have ventured to have built any other Erection against any of the s<sup>d</sup> Windows till a proper Distance or Mode of Building had been agreed on between the parties or if that could not have been effected on a proper Application That these Deponents should have Deferr'd building at all till the Manner should have been settled under the Directions of this Hon. Court & that had they been consulted as Workmen they should have so advised the Def<sup>t</sup> And these Deponents say that if any such Throughfares Lanes or Alleys there be in and about the City of London that admit no better or *stronger Light* in the fronts of the dwelling houses therein then the s<sup>d</sup> Washhouse & Bedchamber on the 1st Floor & the s<sup>d</sup> Jennings Stair Case now receive that the same must in the Deponents' Opinion be very mean houses & of very low Rents—And this Deponent George Dance for himself saith that the Drawing both of part of the Defendant's original Building & of the s<sup>d</sup> Charity Estate signed George Dance & mark'd Letter (A) & now exhibited herewith is a true & exact Representation & Description thereof.

All four sworn at the publick	}	Geo. Dance.
Office in Symond's Inn this		Joseph Stibbs.
1st day of Dec. 1737 before me		Edw <sup>d</sup> Wix.
Tho. Bennett.		Sam <sup>l</sup> Sparkes."

## VII. c. 7.

FROM THE PUBLIC RECORD OFFICE.

*From the pleadings in the Bentham proceedings.**Affidavit No. 258. Abraham Martin's. 7 Dec. 1757.*

"*Abraham Martin* of the Parish of Allhallows on the Wall London Gentleman maketh Oath That the Backroom on the ground floor now used as Washhouse in & at the West End of the Workhouse within & belonging to the Parish of St. Catherine Cree Church London was 29 years ago & long after a Compting house belonging to this Deponent's father (who was a Merchant & lived in the s<sup>d</sup> House) and received a strong clear Light through.

the only Window therein which look'd into a large Yard or Area then in the occupation of one Hunter a packer (and for these few years of the Def<sup>t</sup> Bentham) there being then no building on the s<sup>d</sup> Hunter's premisses to obstruct such Light so that in every part of such Room there was a good & sufficient Light to write by in the day time without making use of Candles & that the same was vastly lighter than the s<sup>d</sup> Room is at present which now appears to be very much blinded & darkened by the Height & nearness of the s<sup>d</sup> Defen<sup>ts</sup> present Erection against such Window. And this Deponent saith He is about 38 years old was born in the said house now used as a Warehouse & lived there till about the year 1733 & has frequently been there since And this Deponent further saith That the Chamber on the 1<sup>st</sup> Floor directly over the s<sup>d</sup> washhouse was when this Deponent lived there a very light cheerful room in every part thereof but now appears to be rendered dark and inconvenient by the Defendant's s<sup>d</sup> present Building against the same.

Sworn at the publick office in Symond's Inn this 7 <sup>th</sup> day of Dec. 1757 before me.	}	Ab <sup>m</sup> . Martin."
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### VIII.

#### FROM THE CHURCH OF ST. KATHERINE CREE.

The following is the text of a label dated July 1837, and fixed inside the lid of an ancient chest which stands (October 1922) near the altar in the Church of St. Katherine Cree. The chest evidently contained the muniments of the Church prior to their removal in 1903 to the Guildhall, but it is now used for a different purpose. The "old Deeds of great importance relating to the Synagogue" can only refer to the title-deeds of the Whitbeys' dwelling house, which was afterwards used as the Parish Workhouse.

"July 1837.

Contents of Churchwardens' Chest:

Paper Parcel of old Deeds of *great importance* relating to—  
 Estate in Essex.  
 Parish of St. Botolph, Aldgate.  
 Dr. Povah.  
 Synagogue.  
 Boundaries of the Parish.

Answers to Archdeacon Pott respecting the state of the Church—No. 3."

## AUTHOR'S ACKNOWLEDGMENTS

*I am under a deep obligation (for assistance with which I could not have dispensed) to several gentlemen whose names do not figure in the body of my Paper. My distinguished relative, Dr. Lionel D. Barnett, acts as Chairman of the "Committee for Congregational Records" of the London Sephardi Congregation, and he has been at pains to help on my work in every conceivable way; I am particularly obliged to him for correcting with the utmost care and skill two complete sets of proofs—a most burdensome task. Another colleague on the aforementioned Committee to whom I am especially bounden for much preliminary encouragement and advice is Mr. Cyril M. Picciotto. I have to record my thanks also to the authorities of the Bevis Marks Synagogue for granting me access to the Archives, and to the scholarly Secretary of the Congregation, Mr. Paul Goodman, for his eager co-operation and for some very useful information. One of the lay heads of the Congregation, Dr. Judah D. Israel, rendered possible my classification of Conveyances in Appendix V.b. by the lucid explanations which he obligingly furnished to me of the ancient forms of English land-tenure.*

*I received appreciable assistance, too, from another quarter, for, from the start of my investigations, the Custodians of the Guildhall Library and of the City Records proved themselves most helpful. In particular am I in the debt of Mr. R. J. Smith, an Assistant-Librarian and compiler of the "London" Card-Index, for many ingenious and valuable suggestions. Finally, I have to thank Mr. H. A. Ruddick, a prince among amateur photographers, not alone for the frontispiece to this volume but also for nearly all the other illustrations.*

W. S. S.

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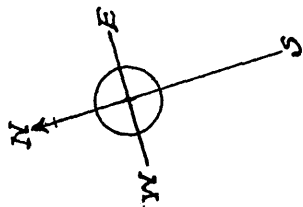
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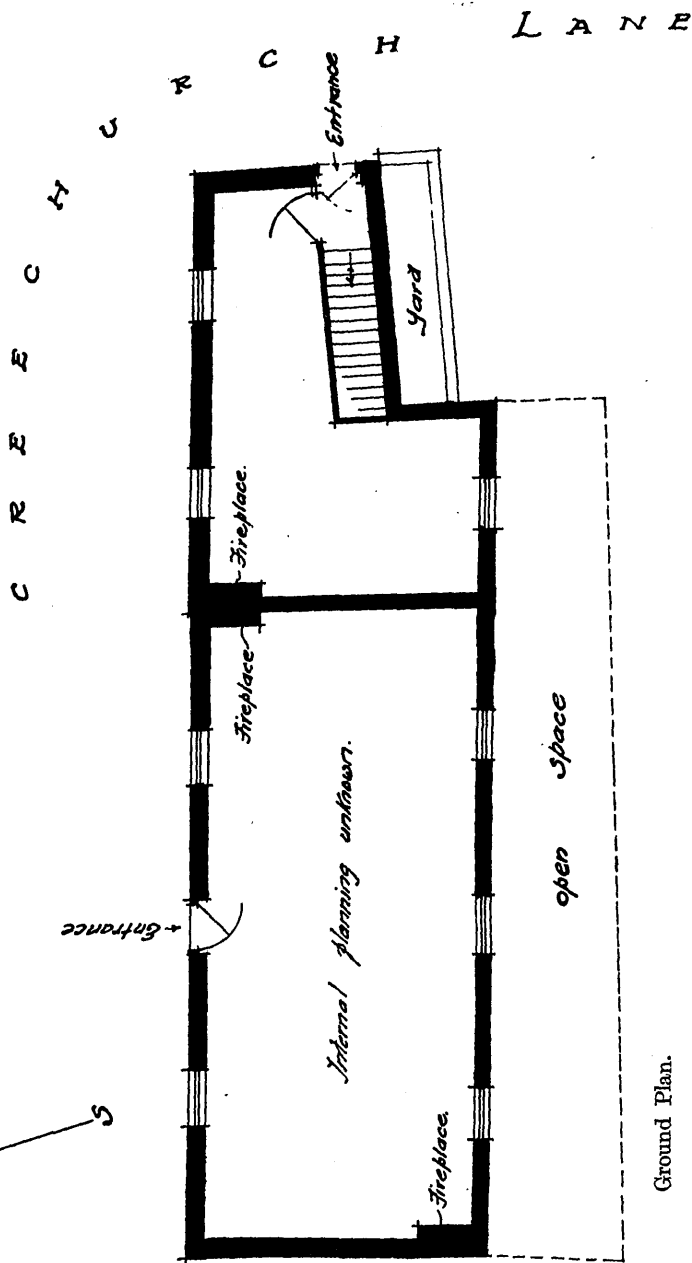
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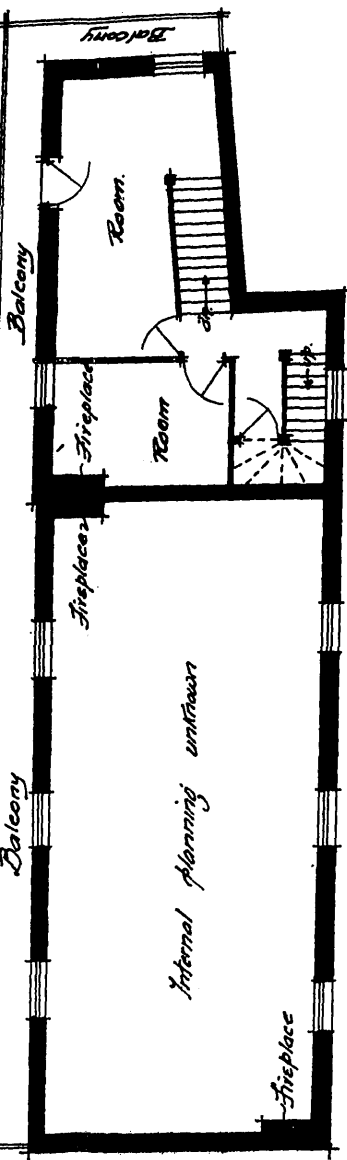
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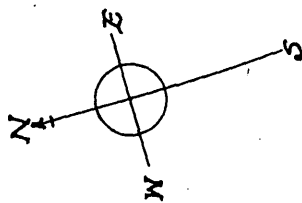


Suggested Plan of Two Brick Messuages in Creechurch Lane, owned by William Whitbey, Clothmaker, circa 1630.

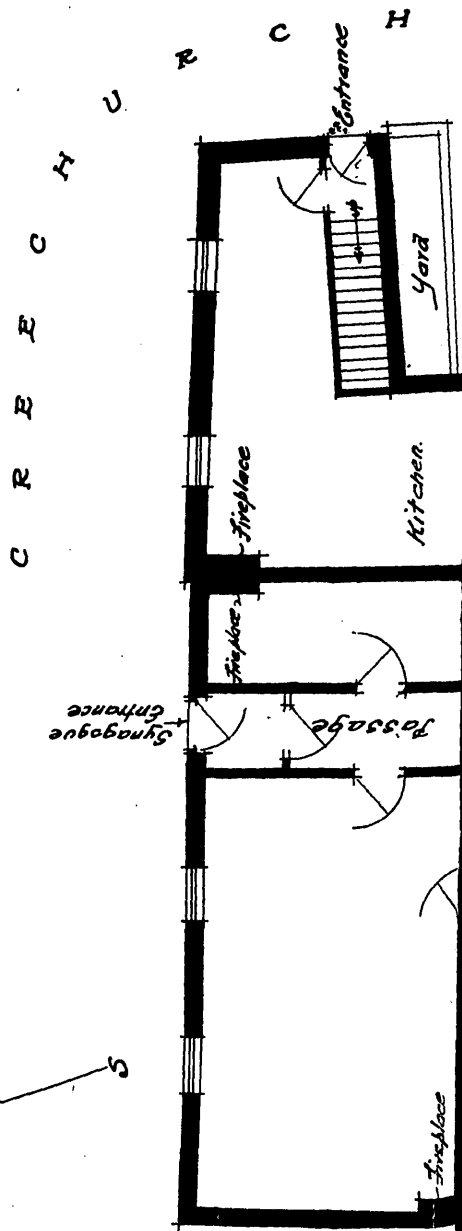




First Floor Plan.



Spanish and Portuguese Synagogue, Creechchurch Lane, in 1657.



Kitchen.

Yard

Entrance

Synagogue Entrance

Fireplace

Fireplace

Fireplace

R

C

H

U

H

C

E

R

E

C

H

U

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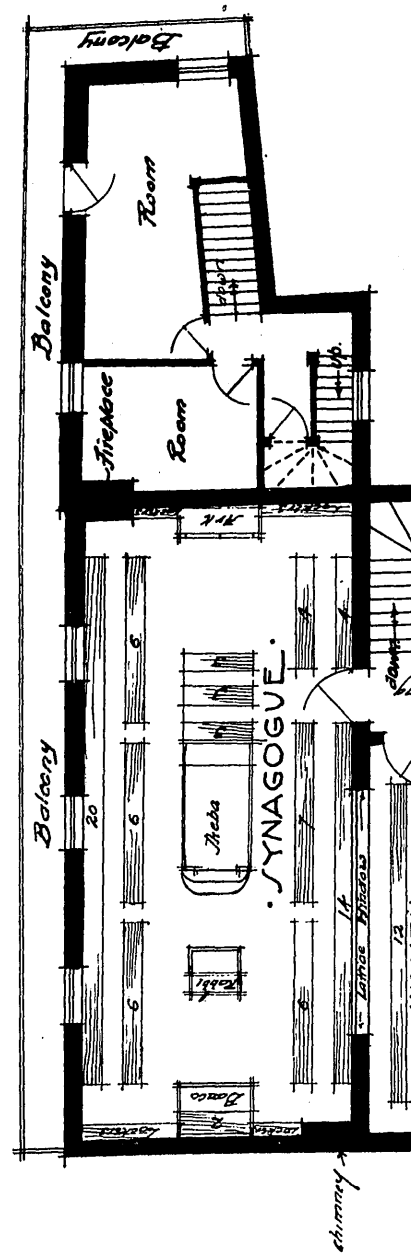
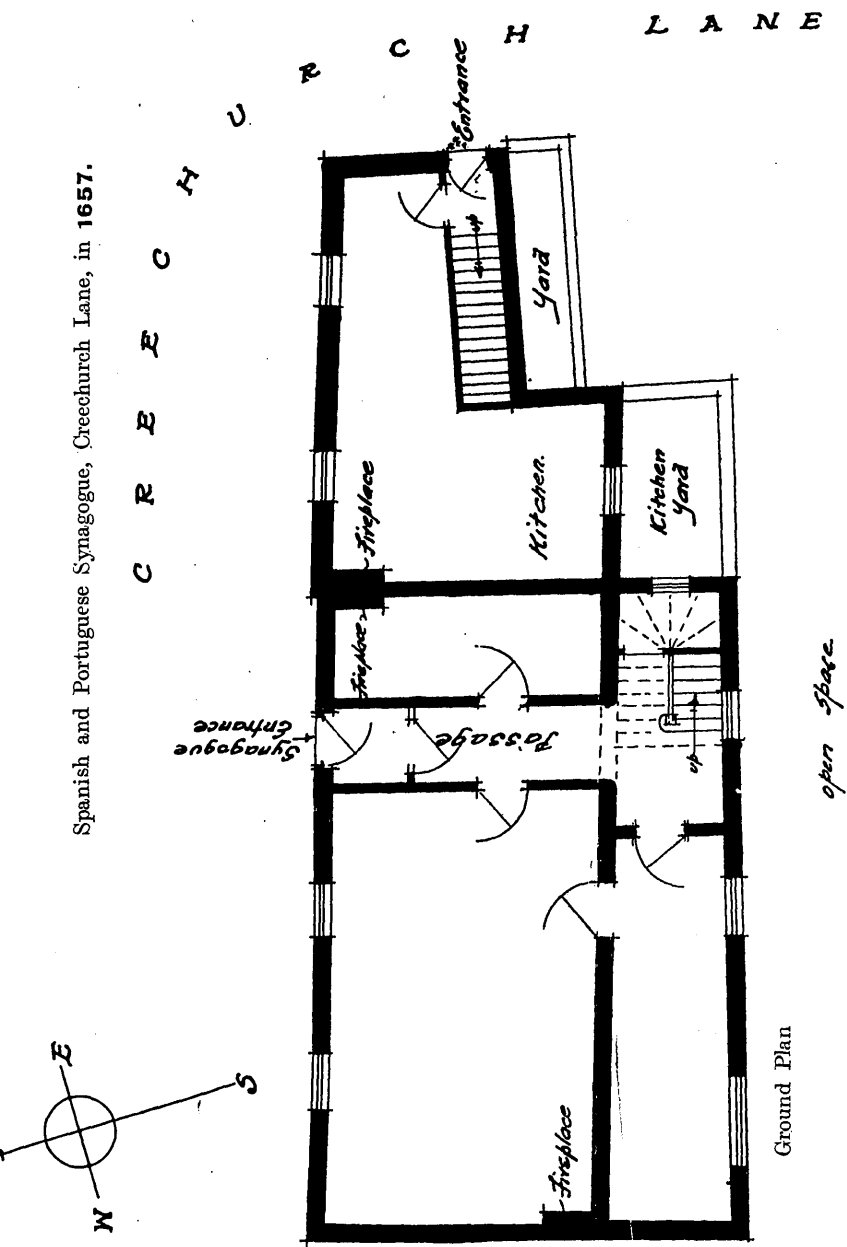
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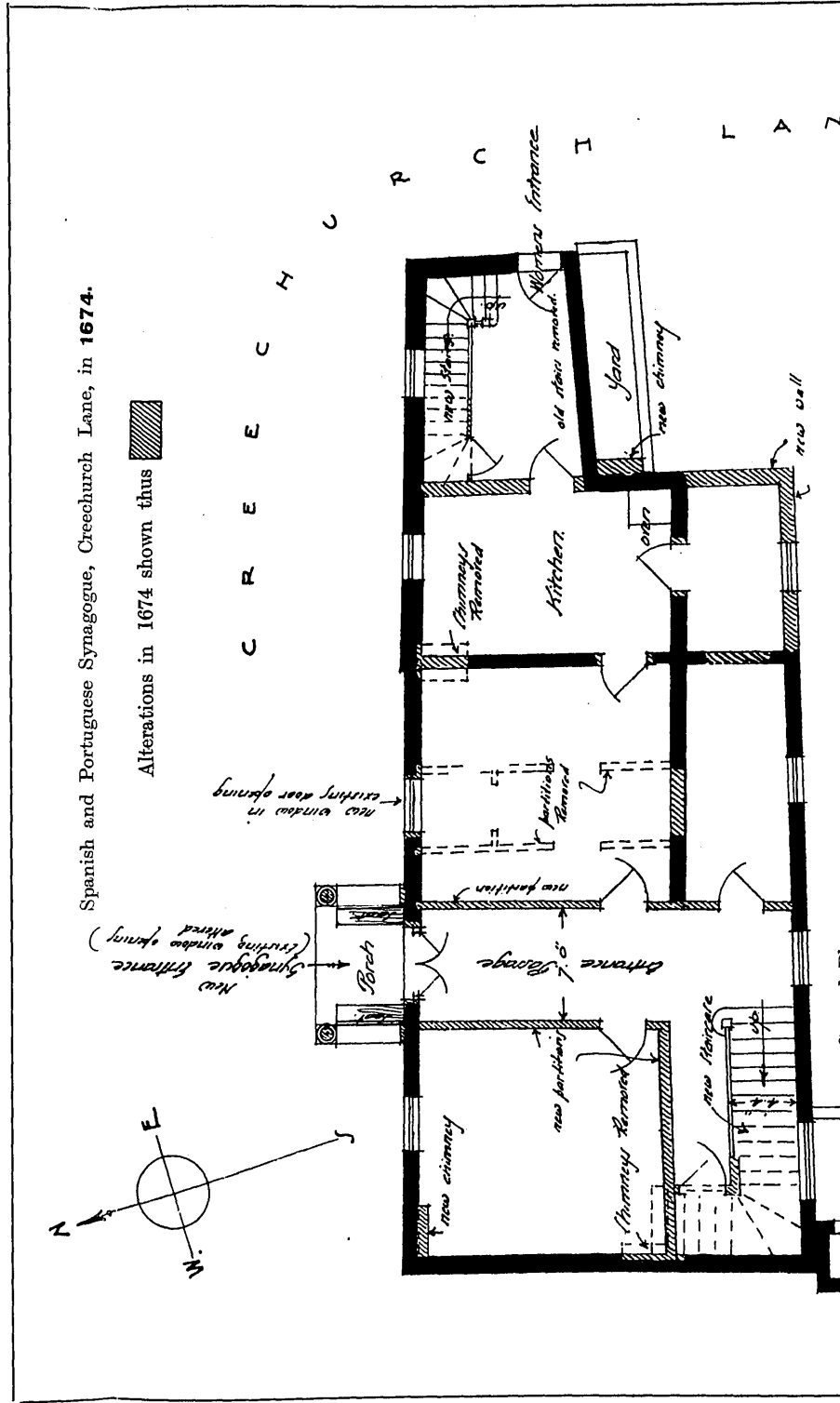
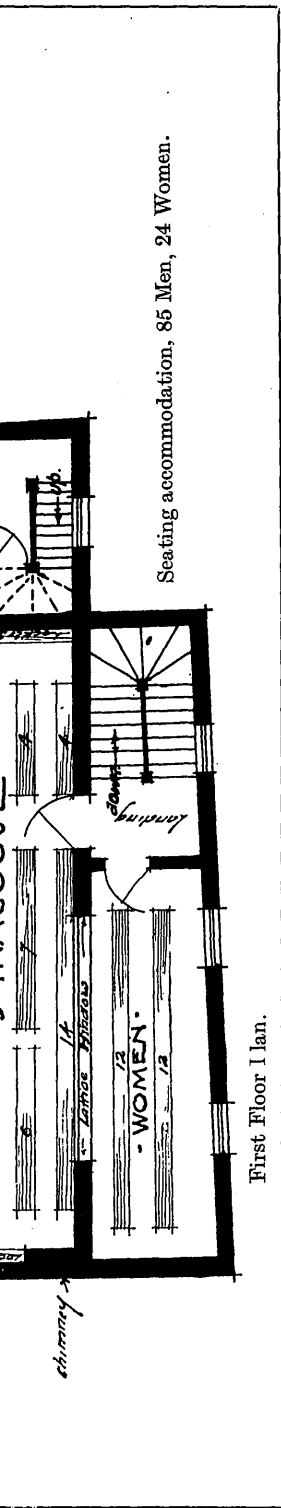
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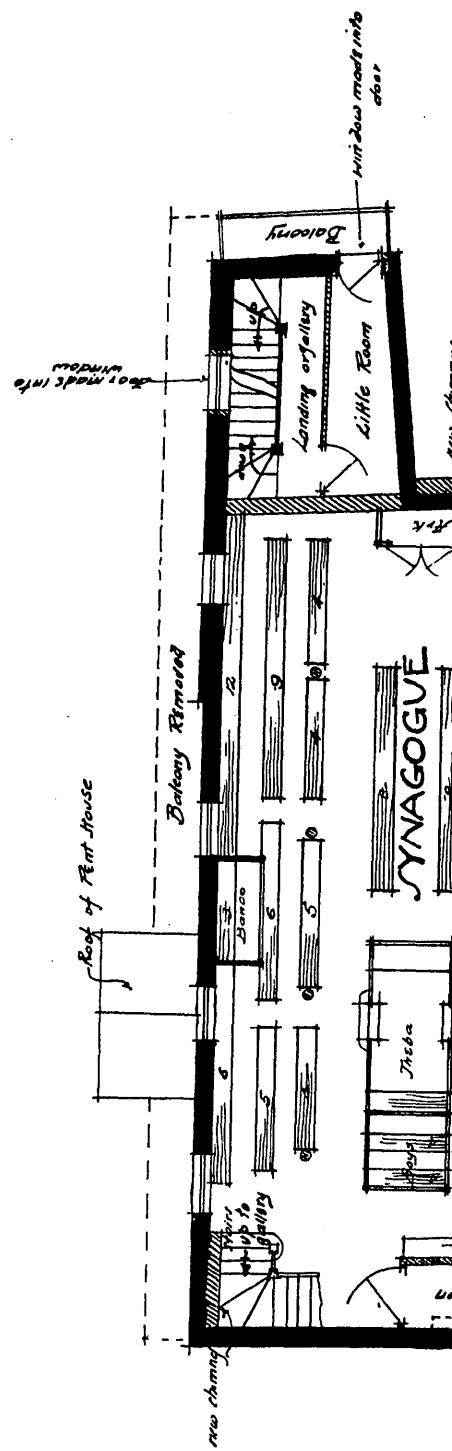
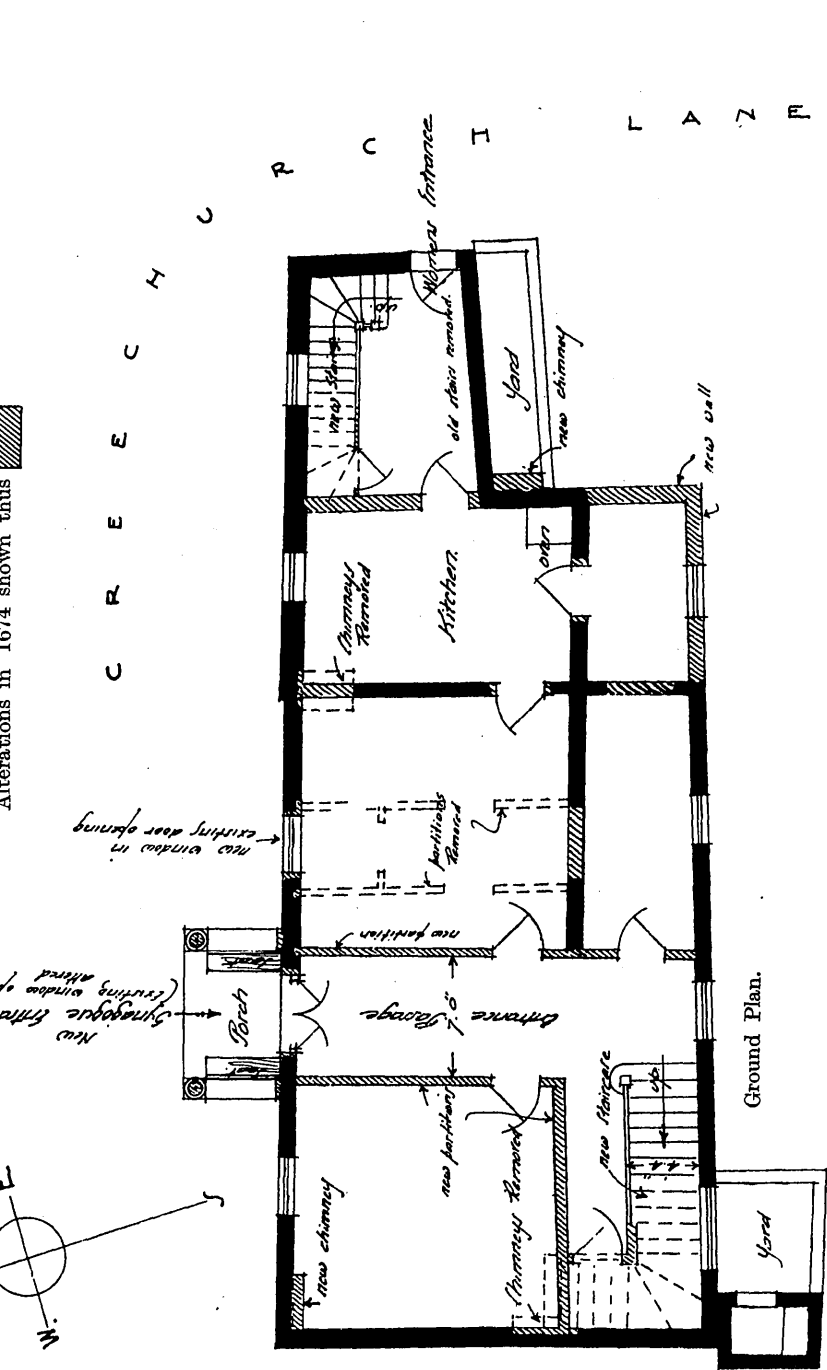
Spanish and Portuguese Synagogue, Creechurh Lane, in 1657.



PLANS SHOWING THE SYNAGOGUE PROPERTY  
(Reconstructed from evidence found in various documents and













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